HUMPHREY'S

Manual of Type Writing

BUSINESS LETTER WRITER,

AND

Exercises for Phonographic Practice.

Scarce

HUMPHREY'S

MANUAL OF TYPE-WRITING,

Business Letter-Writer,

AND

EXERCISES FOR PHONOGRAPHIC PRACTICE.

A

GUIDE TO THE ART OF TYPE-WRITING,

FOR USE IN

Schools, Colleges and Copying Offices,

CONTAINING

OVER ONE HUNDRED AND FIFTY LETTERS OF MERCANTILE CORRESPONDENCE, STATEMENTS OF ACCOUNT, LAW FORMS, SPECIFICATIONS, THEATRICAL AND ALL KINDS OF MISCELLANEOUS WORK ADAPTED TO WRITING MACHINES; LAW, LEGISLATIVE, AND COMMERCIAL PHRASES FOR PHONOGRAPHIC PRACTICE, WITH A CHAPTER ON SPELLING, PUNCTUATION AND CAPITALIZATION.

BY F. S. HUMPHREY,

EX-OFFICIAL COURT AND LEGISLATIVE STENOGRAPHER; REPORTER REPUBLICAN STATE CENTRAL COMMITTEE OF PENNSYLVANIA, 1880; AUTHOR OF "HUMPHREY'S INTERLINEAR PHONOGRAPHIC LESSONS FOR SELF-INSTRUCTION;" PRINCIPAL POUGHKEEPSIE PRACTICAL SCHOOL OF SHORT-HAND AND TYPE-WRITING.

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PREFACE.

THE object of this book is to provide ample practice-matter of the proper kind for those who wish to become proficient in Type-writing and Phonography

There is little opportunity for the display of originality in such a work, for its object is severely practical—to teach those who make use of its pages how to deal with that which is generally known already; to furnish superior tools, as it were, for the better accomplishment of their task. Hence example is of far more value than precept. Indeed, it would be exceedingly difficult, if not impossible, to lay down rules which could be strictly adhered to at all times. Taste and good judgment, both of which are of prime importance to the amanuensis, may be cultivated; skill and dexterity can only be acquired by practice; and with practice comes experience, which is a prerequisite to success.

In addition to the results of actual personal experience embodied in this volume, information has been sought from various individuals whose wide experience and mature judgment enable them to speak authoritatively. As the work has been prepared amid the manifold interruptions of business, it would not be strange if some minor points have been overlooked; and there also may be a difference of opinion as to the variety of material which should be included in such a work, but the main idea has been to make it a book that every type-writer will find convenient to have at hand for reference. *Usefulness* rather than originality has been aimed at. In many places, no explanation is given whatever, but examples furnished—a far more effective means of instruction.

It would be as sensible for the student of type-writing to ignore the practice of finger exercises as it would be for the young pianist to neglect proper fingering of the piano forte or the running of scales. Every one who knows anything at all about music knows that upon proper fingering of the notes depends the success and brilliancy of the performance. The same is true of type-writing, only in a less degree. Some teachers of type-writing go so far as to assert that such practice is of no value at all, but that the beginner may attempt writing letters or copying legal papers after the first lesson. It is safe to assume that teachers who advocate this method are either lacking in experience themselves or are not alive to the best interests of their pupils.

In order to obtain the best results, it is necessary that the third finger of each hand should be made use of in manipulating the keys. Young ladies who have practiced more or less on the piano will find this an easy matter; but young men, very few of whom have had such practice, will find it difficult: hence the necessity for practicing the exercises. In my experience, in conducting a large stenographic and type-

writing business, I have frequently noticed that the most expert—those who could manipulate the keys without looking at them—invariably used the third finger. Those who use only two fingers make so many errors in attempting to read copy and write at the same time that the process is impracticable ; while those who use only the first finger cannot write mechanically at all. I have also found that practice of word-exercises tends to overcome the habit of misspelling, to make the touch of the writer on the keys lighter and more uniform, and to break up one of the worst of all habits, that of transposing letters. The beginner who practices these exercises one or two hours daily for a month at least, writing four or five lines of each word slowly and with an even touch,—noting particularly the spelling,—and gradually increasing speed as he can finger the keys properly and quickly, will be free from this habit. Transposition of letters is a fault due to want of systematic training of the mind and fingers in conjunction. The mind is able to spell words more quickly than the fingers, and the operator, in his anxiety to keep an even pace, allows his fingers to jumble the letters. Therefore, do not attempt to write letters, testimony, or other kinds of matter, especially from dictation, until you have, by gradual and systematic practice, acquired the habit of writing evenly and correctly. A writer who is inclined to nervousness will derive benefit from pronouncing each letter as he writes it on the same principle as the musician counts notes in practicing scales. After the first month of this kind of practice you will outstrip the person who has commenced letter-writing without it.

I have assumed that most of those who practice type-writing also intend to become short-hand amanuenses, or reporters, as these two arts go hand in hand, one being acquired as an auxiliary to the other. For this reason, and to familiarize the type-writing operator with commercial phrases in advance of his short-hand practice, a list is given of the terms occurring most frequently in business correspondence. It is intended that as soon as the pupil has completed the Finger Exercises he shall take up the Commercial Phrases, which will afford practice in the use of capital letters, and acquaint him with business terms and their meaning. A knowledge of these techincal terms will be of great service when letters are dictated in the course of phonographic practice. For every word or contraction of which you do not know the meaning reference should be made to the vocabulary in the back part of the book. To illustrate : Suppose in your type-writing practice you come to phrase 30, on page 12 : you learn that "*ex*" means "*out of* ;" and, if you are observing, you will note that the names of vessels are usually quoted, as, "*Belsize.*" In the phraze following, you will learn that "f. o. b." is the contraction for "*free on board* ;" and, as the word is pronounced in one syllable, "*fob,*" by some dictators, familiarity with the meaning and form may save your being taken by surprise and the consequent mistake in your notes. All the way through these exercises try to acquaint yourself with the meaning of unfamiliar terms, so

that when you hear them they will have an old and familiar ring. A few words and phrases are given solely to illustrate punctuation.

Many of the mercantile expressions can be phrased in short-hand, and should be written over and over again to ensure familiarity. The Law and Legislative terms can all be phrased, and afford valuable practice for students who are expecting to engage in law or legislative reporting. When the student is able to write them correctly, he should cause them to be dictated until a speed of one hundred and twenty-five words per minute is attained, and even more.

While spelling and punctuation are not strictly within the province of this work, still both subjects are treated of in the hope that the amanuensis will, in his leisure moments, devote some attention to the study. By the aid of the writing machine the student has the best opportunity in the world for becoming thoroughly proficient in these important branches of education, and it will pay in his increased efficiency as an amanuensis.

Examples of law forms, headings, titles, addresses, etc., are given in variety sufficient for all practical purposes. The short-hand writer will find ample material for phonographic practice—indeed, more than he will be likely to make use of. It should be borne in mind that one page of matter written over five hundred times is of infinitely more value than five hundred pages written once. Select four or five pages of a variety of matter, and practice it until you can write it at the rate of one hundred and twenty-five words per minute with ease ; then, add a few more pages, always reviewing the preceding lessons.

The author takes this opportunity to acknowledge his indebtedness, and to return his sincere thanks, to those who have furnished valuable material.

MANUAL OF TYPE-WRITING,

AND

Exercises for Phonographic Practice.

GENERAL INSTRUCTIONS.

1. The proper position at the Type-Writer is shown in the above figure. By maintaining an upright position and sitting close to the machine, the operator can write with much less fatigue than when the body is inclined forward.

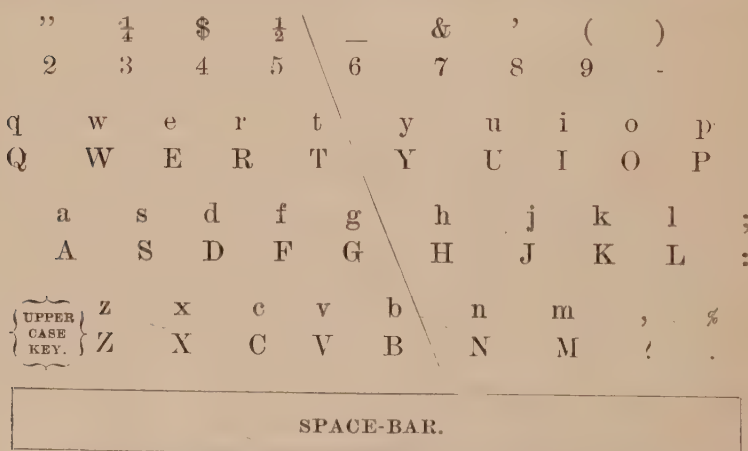
2. The touch should be quick and light; the operator should apply sufficient force to make a clear impression on the paper and no more. If the keys are struck too hard, the imprint shows through; if struck too light, it is indistinct; in either case, the neat appearance of the page is marred. Marks of punctuation should be made with still less force, so that the sharp points may not penetrate the paper and also injure the roller. By striking the keys several times with varying degrees of force, the operator will soon recognize the proper touch. Beginners often apply more force than is necessary, because they are

given a machine to practice on the roller of which is indented by long use, and in order to make any impression at all they must strike a heavy blow. To overcome this difficulty, a "backing sheet," of heavy, firm, writing paper, the same size as the paper to be written on, should be used. The two sheets should be placed together and inserted under the roller, taking care that the "backing sheet" comes between the roller and the letter page. A still better plan, and one which obviates the necessity of using a "backing sheet," is to cut a piece of writing paper the size of the roller, or about the sixteenth of an inch larger, wrap it around the roller and fasten the edges together with mucilage. This, however, is only recommended while practicing Word Exercises, as the roller is likely to be injured more by this practice than any other. For ordinary purposes always use a backing sheet; this forms a hard platen for the type to strike upon, protects the roller, and improves the appearance of the writing.

3. Strike but one key at a time, and release that one before striking another.

4. Do not neglect the warning ring of the bell which indicates that the end of the line has been reached. Next to smutting the paper with dirty fingers this gives rise to the most slovenly habit an operator can form; i. e., printing several letters one over the other before discovering that the carriage has ceased to move.

NOTE.—The instructions here given presuppose a knowledge on the part of the pupil of how to place the paper, return the carriage, shift the cylinder, etc., all of which can be learned from the book of directions accompanying the machine.



5. The above diagram shows a line drawn diagonally through the key-board, all letters to the right of which are made by the first three fingers of the right hand; those to the left of the line with the first three fingers of the left hand.

6. In writing capital letters and some of the marks of punctuation, it is necessary to depress the key marked "Upper Case" with the first or second finger of the left hand; the right hand is then used to manipulate the keys either to the right or left of the dividing line.

7. The exact location of each letter on the key board should be so thoroughly memorized that the finger can be placed upon any of them without the least hesitation, and if necessary with the eyes closed. Especially should those who aim at the attainment of speed not neglect this injunction.

FINGERING.

8. To become an expert operator proper fingering is of the utmost importance. Those who play the piano-forte will have little difficulty in this respect; those who do not will require practice before the third finger is brought under control. Some find it almost impossible to make use of this finger and at the same time write rapidly: in such cases the second finger will have to do the work of the third. As an exercise to enable the student to overcome this difficulty, a large number of words are here given with the proper fingering indicated with figures. In order to obtain the best fingering these words have been thoroughly tested by expert operators who were also accomplished pianists; and it is believed that if the list is thoroughly practiced by the beginner, the speed attained will more than compensate for the labor involved.

9. Where no figure is given above a letter the *first* finger of *either* hand is to be used, according as the key may be to the right or left of the dividing line.

10. A figure *2* over a letter indicates the *second* finger.

11. A figure *3* indicates the *third* finger.

12. When it is convenient to strike a key in the *left* division with the *first* finger of the right hand, *r* is written above the letter.

13. When it is convenient to strike a key in the *right* division with the *first* finger of the *left* hand, *l* is written above the letter.

14. The space-bar should always be struck with the thumb.

15. In practicing the Word Exercises do not attempt to write rapidly at first, but strike each letter with evenness and precision. Learn to write well; speed will come with practice.

16. Write four or five lines of each of the following words, thus:

Am am am am am am am am am am am am am am am am am, etc.

FINGER EXERCISES.

17. $\overset{3}{\text{A}}\overset{2}{\text{m}}$ $\overset{3}{\text{an}}$ $\overset{32}{\text{as}}$ $\overset{3}{\text{at}}$ by $\overset{2}{\text{be}}$ $\overset{2}{\text{do}}$ $\overset{2}{\text{go}}$ $\overset{2}{\text{he}}$ $\overset{2}{\text{if}}$ $\overset{2}{\text{in}}$ $\overset{22}{\text{is}}$

$\overset{2}{\text{it}}$ $\overset{22}{\text{me}}$ $\overset{2}{\text{my}}$ $\overset{2}{\text{no}}$ $\overset{2}{\text{of}}$ $\overset{2}{\text{or}}$ $\overset{2}{\text{on}}$ $\overset{22}{\text{so}}$ $\overset{2}{\text{oh}}$ $\overset{2}{\text{to}}$ $\overset{2}{\text{up}}$ $\overset{2}{\text{us}}$ $\overset{2}{\text{we}}$

$\overset{2}{\text{ye}}$

18. 3 2 Any 3 2 are 3 2 2 ask 3 act 3 add 3 2 ago 3 2 2 all 3 R 2 age 3 2 awe

3 and 2 big R 3 bad 2 but 3 car 3 can 3 day 2 did 2 due 2 dry

2 end 2 2 eye 2 3 few 2 for 3 far 2 2 fix 2 got 2 get 3 had 3 2 has 2 her

2 2 him 2 2 his 2 2 how 2 its 2 job 2 2 low 2 3 lay 2 2 led 2 2 let 2 3 may

2 2 met 2 3 man 2 nor 2 2 now 2 2 new 2 not 2 our 2 2 ore 2 off 2 2 one

2 out 2 2 own 2 2 owe 3 ran 2 run 2 3 say 3 2 saw 2 2 six 2 2 sit 2 see

2 she 2 ten 2 the 2 thy 2 2 two 2 2 too 2 try 2 3 was 2 2 why 2 3 way

2 2 who 2 2 use 2 R wet 2 2 yes 2 yet L 2 you

19. 3 2 3 Away 3 2 2 able 3 2 2 also R 2 3 2 beam R 3 2 2 ball R 2 2 2 been 2 2 boil 2 3 busy

2 2 book R 2 best 2 2 come 3 2 2 call 3 2 2 came 3 2 case 2 2 cost 2 2 city 2 cent

3 R 2 care 2 2 2 deem 2 2 deed 3 R 2 date 3 2 dual 2 3 dear 2 2 done 2 2 down

2 2 duty 2 3 each 2 2 3 2 else 2 3 2 easy 2 2 even 2 2 ever 2 2 fine 2 2 from 2 3 3 free

2 2 full 2 2 find 3 2 R fast 2 2 four 3 2 fair 2 2 give 2 2 germ 2 2 2 good R 3 R 2 gave

2 2 gone 2 3 2 glad 3 2 have 2 3 hear 2 2 here 2 3 hers 2 3 2 hope 2 3 2 hold 2 2 home

3 hath 3 2 2 hand 2 2 held 2 2 help 2 high 2 2 3 idea 2 2 into 2 2 kept 2 2 2 know

2 2 knew 2 2 2 keep 2 king 2 2 2 kind 2 2 love 2 2 live 2 2 2 look 2 2 2 line 2 2 lieu

2 2 life 2 2 2 like 2 2 2 lain 2 3 2 late 2 2 left 2 2 3 lead 2 2 3 3 less 2 3 2 last 2 2 long 2 2 luck

2 2 most 2 2 mist 3 2 made 2 much 2 2 must 2 2 more 3 2 mark 2 3 many

2 2 3 meat 2 2 3 mean 2 2 mine 2 2 mire 3 2 2 make 2 2 mere 3 2 main 2 2 neck

3 2 2 name 2 2 nine 2 2 need 2 3 next 2 3 near 2 2 none 2 2 only 2 2 ours 2 2 over

2 2 2 pull 2 3 2 part 2 3 2 past 2 3 2 paid 2 2 3 plea 2 2 quit 2 3 2 rate 2 2 rise 2 3 2 real

roam rude read step stay stop such slow sure

suit said same sake show sent send sell seek

sort some soon sign side sway they than this

thou then them time that tree till tell turn

told true took take tick upon used very view

will wish wind whom week woke with were

what well when word want yoke year went

work

20. Aware again alone about after allow apart

agree among admit apply begun began begin

bring broke break cause civil count chose

course catch carry claim cared could dozen

ensure enjoy eight every exact extra event

equal enter first fully favor found fourth final

great grand habit happy hence house hated

infer judge leave learn large later month march

money night never ought offer order other older

occur often place quake prove proof quill quite

quiet quick rouge right ready refer reply raise

round shall seven serve stood staid speak small

sight since short start state still sound towel

2 3 2 2 2 22 2 2 2 2 2 2 22 222
twain truth their there thing think those tried

22 2 2 3 22 2 22 3 2 2 32 2 2
twice threw throw these three thank usual until

2 23 2 22L 2 2 2 2 2 3 32 R2 2 2 3
ultra unity under which whole wedge would

2 23 222 2 2 2 2 2 2 2 22 2 2 32 2 2 3R
while worth where write world worse worst

2 2 223 32 2 2 2 3 2 2
yours yield value woman women

3 222 3 2 322 2 32 22 322 2 3 2 2 2 3
21. Across arrive assure almost allude appear

3 2 R 3 2 3 2 32 2 3 32 3 2 2 322 2 R2 2 2
affect answer advise amount afraid always before

R2 2 R2 2 R 22 2 R222 R2 2 R2 2 2 2
beyond better beside belief behind bought common

2 22 32 2 3 2 2 2 L 3222 2 2 222
course caught cannot comply called corner choose

3 R2 32R2 32 2 23 2 2 2 2 2
charge change chance desire dimmer during

2 32 232R 223 222 2 2 232 3 2R 22
double doubt dollar depend differ doings degree

22 2 2 22 2 2 2 2 2 R 23 2 2 2 22 22
either effort entire effect extend enough esteem

2 2 22 2222 3 2 3 2L 2 2 3 2 222
except expect father family former farmer friend

2 32 3 2 2 2L 3222 2 2 2 22L
glowed gather highly happen hunger homely

2 2 2 22 2 22 22 2 32 2 23 2 2 22
intend inform indeed letter longer latter little

223R22 22 2 2 2 2 2 2R2 2 3 2 2 2
liable length myself member manner mother

2 2 3 2 2 2 2 2 2 3R2 2 2 2
modern matter minute moment number notice

2 2 3 2 2 2 2 R 2 2 22 2 22 2 2 2 32
onward oblige object office permit people please

22 2 2 2 2 2 232 2 2 3 2 22 22 22
period prefer pursue pained played person profit

2 2 223 2 2 32 2 2 3 2 2 3 2 2 2 2
proper relate remain refuse rather remark report

2 2 2 23R 2 2 2 2R3 2 2322 2 2 2 2 223
render repeat return regard reason should school

23 22 222 2 22 2 2 22L 2 3 2 22 2 2 2 2
saddle sister sinner surely square simple seldom

22 22 22 32 2 32 22 3 233 3 22 22 2
sought single second settle street strong spirit

2 223 2 32 2 2 2 22 22 2 2 2
though toward useful unless wished yonder

22. 3 22 3 2 2 3 2 2 3 22 3 2 2 2
Anxiety anxious another ancient acquire

22 2 3 22 3 2 32 2 23 2 L 2 23 2 232 2
confers cognate country destroy dreaded explore

2 322 2 2 3 2 2 322 2 322 232 2 32 22
equaled forward herself himself however kingdom

2 3 2 22 2 22R3 2 2 2 3 2 2 2 23 22
magnify morning mistake portray prosper patient

2 3 2 2 2 23 2 2 2 2 3 2 2
replied regular swooned satisfy selfish thanked

2 2 2 2 2 R 23R2 2 22 2 22
thyself thought to-night treated thereon thereof

22 2 2 2 2 2 2 2 322 2 2 23 2 2 2
through thereto undergo usually unscrew weighed

2 22 2 2 3 2 2 2 3 32 32 23 3 32 2
whoever weather zoology account already arrange

R323 2 R2 322 R23 2 R22 2 2 R2 3 222 22 2R
balance because brought believe between correct

2 23 L 2 2 32 32 232 R2 2 23 2 223
company concern certain deserve declare dislike

22R3 2 2 233 2 23 2 23 3 2 2 2 2 3232
distant express extreme examine evident explain

32 2 32 23 22 32 2 2 32 22 2 22 2
farther fashion further general neither nothing

23 L 2L 2 32 22 2 2 322 2 2 2 2 22 22 2 2 3 2
opinion perform perhaps pretend possess prepare

2 232 2 2 2 22 233 2 2 2 2 2 22 2R
present produce profess propose purpose perfect

2 3 2 23 23 23 2 2 2 22 2 2322 R 22 233
quarter request require receive respect similar

32 2 32 2 2 22 R 2 22 2 2 222 R 2 322 2 322 32
several subject suppose suspect swallow special

2 2 23R 3 2 2
suggest whether

23. 3 3 2 32 2 2 3 2 22 3 2 3
Although anchored afternoon abundant

22 22 | 2 22 2 | 2 2 22 | 22 2 2 | 22 2 32
business | consider | continue | convince | converse

2 2 2 | 2 2 2 | 2 22 2 | 2 2 2L | 2 2 2
conclude | commence | conceive | commonly | disclose

23 2R2 | 23 22R | 23R 22 | 22 2 2 | 2 23 2
disaster | describe | disagree | discover | endeavor

23 2 3R2 | 2 32R2 | 23 22 32 | 23 2 2 | 32 23R
estimate | exchange | especial | frequent | farthest

2 32 2 | 2 2 23 | 2 2 2R2 | 2 32 2 | 23 23 2
insecure | interest | inscribe | impugned | language

23 2 2 | 2 22 2L | 23 223 | 2 2 | 22 2 3
lanterns | lovingly | magnesia | midnight | meetings

22 2 2 | 2 2 2 2 2 | 2 2 R2 2 | 2 22 3 | 2 3223
neighbor | numerous | numbered | ordinary | occasion

2 232 2 | 2 3 2 | 2 2 2 2 | 2 3 2 | 22 2 2
pleasure | prancing | previous | practice | perceive

2 2 2 | 2 2 3 2 2 | 2 22 2 2 | 2 222 2 | 2 2 3R2
per cent | per annum | positive | possible | probable

2 2 23 | 2 2 2 2 | 3 23 2 | 2 2 2 | 2 22 2L
question | remember | strength | surprise | sensibly

23 2 23 | 22 2 2 3R | 2232 | 2 2 2 2 | 2 2 2
sanction | somewhat | theology | to-morrow | together

2 2 2 2 | 2 3 2 2 | 2 2 2 2
unstrung | whatever | wherever

24.

3 2 3 2R3R2 | 32 2 3 23 2 | 32 2 2 | 3 2 22 L
Advantage | alterations | astrology | astronomy

3 2 2 22 2 | 32 2 2 2 2 | 3 2R2 23 23 | 3 2 2 222 R2
astonished | astonishment | afterwards | acknowledge

3 2 23 L | 3 2 2 3R | 3 2 22 2L | 2 22 2
accompany | accommodate | accordingly | contrived

2 22 3 2 | 2 2 2 2 L | 3 2 2 22 | 2 23 2 R
christianity | completely | carefulness | contradict

22 2 2 2 3 23 | 2 22 32 | 3 2 2 22 | 2 2 22
circumstances | controvert | countersign | convenient

2 2 22 2 | 2 2 22 | 2 2 | 2 22 22 22
conscience | committee | confident | carelessness

2 2 222 23 | 3 2 22L | 2 2 2 2 | 22 3 R2
consequences | carefully | determine | discharge

2 2 2 2 | 2 2 22 | 2 2 22 | 2 2 2 2
decompose | discomfort | distinguish | discontinue

2 2 2 | 222 2 R2 | 2332 2 | 222 2 23 2
different | disencumber | despondency | disinterested

difficulty execrable excellent essential extensive

establishment faithfulness formality financial

foreknowledge freighted factionist fundamental

friendship generally gentlemen influences

independent individual immediate impossible

underrate improvement incumbent inconvenient

incognito inconsiderable instrumental irksomeness

immediately instability inconsistent indispensable

intelligent intelligible inconstant incomplete

interchange introduce irreconcilable important

investigation knowingly misconduct magnanimous

miscompute

25. Having thoroughly practiced the foregoing word exercises, the pupil should write each of the following phrases several times, fingering the letters slowly and correctly until facility is acquired, then gradually increasing the speed until they can be written at the rate of forty or fifty words per minute. Note particularly the phraseology and punctuation. Familiarity with this list will be of great service in correspondence and dictation of law matter.

COMMERCIAL PHRASES.

26. All charges guaranteed. Account of overcharges. American experience table of Mortality. Annual premium dividends. Annuity for life. Amount of premium. Amount of commission. Adjust the matter.

27. Copy of bill attached. Claim for rebate. Commuted commission.

28. Demurrage charges. Deferred premiums. Delivered c. f. i. (cost, freight and insurance).

29. Enclosed find payment Holmes, Booth & Hayden's draft on Hanover National Bank. Enclosed I send you account sales of flour and meal shipped us on the 28th ult. Enclosed please find your draft, dated 10th

inst., for $5,000, with acceptance. Enclosed find copy of telegram sent this day, which we now confirm. Enclosed herewith find acceptance of your draft E. & O. E. (*errors and omissions excepted*). Endowment policies. Entered the premium note. Endowment matured.

30. Forward steel ends *ex* (*out of*) "Belsize," f. o. b., (*free on board*), foreign port. For collection.

31. Give the matter consideration.

32. Hoping that these terms will be satisfactory, we remain, yours respectfully. Herewith please find J. W. Belden & Co.'s 1st and 2d of Exchange for £275, 5s. 4d. in full settlement of account.

33. If found correct, please remit us sight draft for the amt. If we do not hear from you by the 12th inst., will draw on you at five days' sight. In answer to yours of the 15th inst., will state. Immediate shipment, sail. Immediate shipment, steam. I confirm telegrams exchanged to-day Insurance in force. Incontestable policies. In relation to loan. Make us firm offer.

34. Net proceeds of sale. Net income or net premium. Not longer than.

35. Owner's risk. Owner's oath. Officially lapsed policies. Old premium note.

36. Please ship us at your earliest convenience. Per S. S. "Portsmouth." Please acknowledge receipt by return mail, and oblige, yours respectfully. Per American Express Co. Per car per ton. Please wire response. Please forward your disbursement account. Paid-up policies issued at expiration of Tontine period. Participating policies.

37. Referring to your way-bill. Revised classification. Reversionary dividends. Rate of freight and primage on B. of L.

38. Semi-annual premium. Subject to immediate acceptance at $38, f. o. b. cars. Subject to your commission. Subject to your one per cent. Subject to sight draft on shipment. Semi-Tontine policies. To our credit. "Satisfactory proof of death." Surplus over liabilities. Survivorship annuity. Surrender value. Shall credit your acct. current. Sight draft with B. of L. attached. Seller's option.

39. To cover present shipment we apply for funds to Messrs. Drexel, Morgan & Co. Thanking you for past favors, we remain, yours truly. They stand well in business circles. Tontine savings fund policies. There will be an additional charge for lighterage. Tontine assurance.

40. We have the pleasure to acknowledge receipt of your esteemed favor. We respectfully call your attention to statement of acct. rendered. We enclose our draft on you for acceptance. We enclose freight bill and bill of lading of car No. 271, making O. C. (*overcharge*) $10.80. We are advised of the charter of sailing vessel. We enclose power of attorney and owner's oath. We remit you to-day N. Y. Exchange for $25,000. We return Applications and Guarantee duly executed. We offer you for prompt English shipment.

41. We enclose formal request to cable Credit 5000 lbs. Sterling, favor

Sanders Bros. Will give it our immediate attention. We have ten car loads en route. We confirm our letter of the 1st inst. We are under the necessity of declining to fill your order. We hand you herewith enclosed B. of L. and invoice of cases A. B., No. 5 and 6 shipped this day. We have confirmed a Credit for £5000 to Messrs. Barring Bros. We are, gentlemen, your obedient servants. We have drawn on you at ten days' sight, through Park National Bank, for ten thousand dollars $10.000). We have placed to the credit of your account. We shall be pleased to receive further consignments from you. We offer for discount enclosed note of F. Parsons' at 60 days. We respectfully call your attention to the enclosed account-current.

42. Yours of the 20th received. You will please ship us at your earliest convenience. Your instructions respecting shipment and insurance have our attention. In re charter-party received. Your statement of claim against S. V. Ry. Co. received. Your favor with enclosures, as stated, received. 6's of '81. 5–20's of 1862. 7–30's of 1865. 10–40's. Seven–Thirties. Five–Twenties. Coupon Bonds. Registered Bonds. Gold-bearing Bonds.

LAW AND TESTIMONY PHRASES

43. About all you know. About how many. About what time. Assault and battery. According to the evidence. About how long was it. Administrators and assigns. Are you able to state whether or not. According to your recollection. Along about that time. Are you just as certain. To the best of your recollection. According to my recollection. At what time were you first consulted. Answer objected to as not responsive. Adjourned until 9 o'clock. As a matter of fact. As a matter of law. As near as I can fix it. As near as I can remember.

44. By reference to your testimony in the Cross-Bill. Being duly sworn deposes and says. Best of your recollection. Before you answer that. By the pleadings. By the negligence of the defendant. By the evidence. Burden of proof. By the negligence of the plaintiff. Bill of sale. Bond and mortgage. Members of the board.

45. Circumstantial evidence. Can you think of anything else. Can you recollect. Can you state. Can you remember. Criminal jurisprudence. Court of Special Sessions. Court of General Sessions. Court of Common Pleas—Appeals—Bankruptcy. Counsel for plaintiff. Counsel for defendant. Counsel for the state. Cross-examination. Contributory negligence. Contributory negligence on the part of the plaintiff. Cause of action. Call you attention. Cestui que trusts.

46. Defendant's counsel. Describe to the jury. Do you know the defendant. Do you know the plaintiff. Do you mean to say. Did you understand. Did you go there. Did you recognize. Do you know anything about. Do you recollect. Documentary evidence. Don't you remember. Don't you recollect. Defendant's counsel objected. Do you recollect anything about this. Did you have any conversation. Debenture. De bene esse. Denied and exception taken. Declined and

exception taken. Declined to except as charged and exception taken.

47. Examination-in-chief. Exparte testimony. Examine this paper. Exception taken. Evidence allowed and read. Entitled to recover.

48. From my own knowledge. From your own knowledge. Fault or negligence.

49. Go on and state to the jury. Go on and state all the circumstances. Gentlemen of the jury. Guilty of negligence. Guilty of contributory negligence. Guilt or innocence.

50. How long have you known him. How do you know. His heirs and assigns. Have you anything further to state. Has there not been. Had he been there. How long was it.

51. I am not able to state. I can think of nothing else. I cannot recollect. I do not recollect. I can't remember. I don't remember. I can think of nothing more. I will ask you. I will ask you to state to the court. I will ask you this question: I understood you to say. If the Court please. If your honor please. It must have been. In his cross-examination. In your answer. Issued a writ of habeas corpus. I do not remember the first. In the neighorhood in which he resides.

52. Justice of the peace.

53. Learned counsel for the defendant. Learned counsel for the plaintiff. Look at that signature and state whether or not.

54. May it please your honor. My best judgment. May it please the Court. Murder of the first degree. Murder of the second degree.

55. Now I come to think of it. No, sir, not to my recollection. No, sir, I did not. Ninety-one links from the north-west corner. Sixty-two degrees westerly, thirty-seven chains. Thence seventy degrees thirty minutes west. Negligence of the defendant. Negligence on the part of the plaintiff. Negligence on the part of the defendant.

56. Objection by counsel for defendant. Objection by counsel for plaintiff. Objection overruled. Objection sustained. Objected to as leading. Objected to as incompetent and irrelevant. Objected to as not rebutting testimony. Objected to as immaterial. On the part of the plaintiff. On the part of the defendant. Objection overruled and exception taken. Of your own personal knowledge. Offered in evidence and marked exhibits number thirty-four.

57. Plaintiff's counsel offered in evidence. Plaintiff's case. Plaintiff's testimony. Pendente lite. Prima facie. Prisoner at the bar. Principal evidence. Preponderance of evidence. Prove to your satisfaction. Plaintiff cannot recover. Personal estate.

58. Quo warranto proceedings.

59. Re-direct examination. Rebutting evidence. Real estate and personal property. Rate of interest.

60. State when it was. State to the jury. State of the proof. State how many. State whether or not. Signatures to exhibits are admitted by complainant's solicitor to be genuine. State of the case. Supreme Court of the State. Supreme Court of the U. S.

61. Tell the jury. Tell us whether. Take into consideration. Testi-

mony of the defendant. That is all there is of it. That the defendant in this case. The capital "D"s are not like his. The "R"s in "river" and in "range" are like those in the deed. To recover of the defendant. The truth of the case. To your satisfaction. Take it for granted. This action is brought by the plaintiff. This is an action.

62. Under all the circumstances of the case. Upon their own testimony. Unless you are satisfied. Unless the evidence satisfies you.

63. Verdict for the defendant. Verdict for the plaintiff.

64. Was there any one there. Was there anything said or done. Was there no one else there. Well, I don't know. What else was said or done. What is your best judgment. What is your best recollection. What is your occupation. When were you there. Where did you go. Where is your place of business. Will you examine this paper. Will you look at this paper. Will you swear to that. Would you be willing. Witness on being cross-examined, testified as follows: Was arrested upon a capias for trespass. (Witness here produces a paper of which the following is a copy): What is your general recollection. What is his general reputation for truth and veracity. What has been his general reputation for truth and veracity.

65. Yes or no. Yes, sir. You don't know whether or not. You were present. Your verdict must be for the defendant. Your verdict must be for the plaintiff. You need not tell.

LEGISLATIVE PHRASES.

66. By permission of Mr. D. F. Murphy, Official Stenographer of the U. S Senate, I am enabled to publish the following list of phrases, taken from his private note book. It is probably the largest and most complete list of the kind ever published in this country, embodying as it does the result of years of experience in Congressional reporting. The secret of rapid shorthand writing is thorough familiarity with the most frequently recurring words and phrases in the language, which can only be acquired by constant practice of the proper kind. Such practice this list is intended to provide. It will be found invaluable to the shorthand writer who contemplates engaging in legislative reporting, and to the type-writer operator whose work may lie in the same direction. Mr. Murphy says, "I am opposed to phrasing except where the forms of the words naturally combine and the connection is obvious."

Beginners should heed this advice, and not form long and unwieldy phrases which are incompatible with rapid writing.

67. A PHRASES.—Able to make. Able to realize. Ad valorem. Act of Congress. Against it. Alien enemy. All over the country. All over the land. All over this country. Alternate sections. All that has been done. American citizen. All that has been said. Any where else. All that my friend. Appropriation bills. Army of the United States. As fast as. As a matter of course. As long as. As a matter of necessity. As shall be. At all events. At length. At all times. At some other time. At such time. Attorney at law. At the last ses-

sion. At the next session. At the present session. At the present day. At the request of. As shall be made. All such propositions. Attorney General of the U. S. At once.

B PHRASES.—Be it enacted. Ballot box. Banking facilities. Better calculated. Be it resolved. Better informed. Bill for the relief of. Better judgment. Bounty land warrant. British government. But you would not. By reason of. By said resolution. Bankrupt law. Bankrupt act.

C PHRASES.—Can be raised. Can be reported. Cannot get. Central Pacific R. R. Circuit Court of the U. S. Citizens of the U. S. Chief clerk. Chief Justice. Civilized world. Civil expenses. Chief magistrate. Civil power. Civil Service Reform. Colored race. Commanding officer. Common sense. Constitutional amendment. Contested election. Could not get. Court of Claims. *Cestui que trust.* Children's children.

D PHRASES.—Deficiency appropriation bill. Democratic party. Deputy marshals. Did you make. Direct tax. Disbursing agents. Disbursing clerks. Disbursing officers. Disloyal persons. Distinguished chairman. Does not come. Does not exist. Does not take place. Do you remember.

E PHRASES.—El Paso. Engineer department. Entering wedge. Every one. Extra member. Extra session. Every part.

F PHRASES.—Fair play. Fellow citizens. Foreign minister. Federal authorities. Federal constitution. Federal government. Federal officers. Final adjournment. Final passage. Final vote. For a long time. For example. For a moment. For instance. For the support of. For my own part. For whom. For other purposes. Freedmen's Bureau. For the first time. For that reason. For their services. For the present purpose. For the present purpose of. For the present purposes of. For the present relief of. For the same purpose. For the simple reason. Free exercise. Free institutions. From time to time. For the very purpose. For long years. For the first time. For a very good reason.

G PHRASES.—Good reason. Go through. Grand jury. Great number. Government officials. Government officers. Government of the U. S. Great Salt Lake. Gulf of Mexico. Gold and Silver. Grant of land.

H PHRASES.—Habeas Corpus. Has not yet been. Have been taken. Have not examined. Heavenly Father. Herein before referred. How is it. How little. How long. Hudson's Bay. Human nature. House of Representatives. How much soever. Has not only. Her Majesty's Government. Hundreds of thousands.

I PHRASES.—I am disposed. I am inclined to think. I am in favor. I am informed. I am not aware. I am not going. I am not in favor. I am not informed. I am opposed. I am right. I believe. I am unwilling. I am very happy. I am very sorry. I am very well aware. I am willing. I am wrong. I ask that. I am decidedly. I

cannot say. I beg pardon. I cannot speak. I cannot understand it. I do not choose. I do not deny. I do not desire. I do not insist. I do not now. I do not wish. If it was. If possible. If that is not done. If they are. I have also. I have already alluded. I have already referred. I have already said. I have always been. In such a position. I have always opposed. I have a resolution. I have been able to. I have been making. I have been obliged. I have been told. I have just read. I have just referred. I have listened. I have marked. I have no desire. I have no disposition. I have no fault. I have spoken. I have suggested. I have the honor to be. I have the honor to transmit. I hope that will be done. I hope that will not be done. It is unjust. I know nothing about. I may be mistaken. I may be permitted I may be wrong. I may have seen. I might mention. I move that. In all its bearings. In all other respects. In all probability. In any court of the U. S. In any debate. In any degree. In any event. In any state. In any other capacity. In any other country. In any other manner. In any other way. In any other state. It is not yet before. In any state of the U. S. In conformity. Indian affairs. In reference to this. In every case. In regard to that matter. In every part of the country. In every respect. In favor. In relation to. In so many words. In substance. In such a way. In his annual message. In his department. In his own capacity. In his speech. In such shape. Internal revenue. In such manner as shall be provided. In such manner as to restore. In its nature. Internal tax. In its own way. In its own terms. In that matter. In that respect. In that shape. In that way. In my speech. In order to have. In point of fact. In point of time. In the course of my. In the course of this debate. In the country. In their report. In addition to this. In the name of. In this chamber. In the year. In this debate. In this instance. In this shape. In this way. Into the country. Into this union. I presume. I shall be excused. I shall not believe. I shall not occupy. I shall not pass. I shall occupy. I shall refer. I shall return. I shall show. I shall support. I will only say. I am concerned. Is not in order. I take it. It can be shown. It can be necessary. It can not be stricken. It can not delay. It can not go. It can not pass. It has been found. It has been suggested. It has not only been. I therefore. I think that is it. It is admitted. It is manifest. It is no appropriation. It is no longer. It is no question. It is not done. I can not consent. I admit. If I am not mistaken. It is not so. It is no use. It is therefore. It may be true. It may be maintained. It must be remembered. It must be referred. It shall be received. It shall be shown. It shall have passed. It shall not be lawful. It shall never receive. It should become necessary. It should be repealed. It should not extend. It strikes me. It was refused. It will appear. It is plain. It will become necessary. It will do so. It will be extended. It will be remembered. It will be carried. It will be maintained. It will be idle. It will be seen. It will be worth. It will

bring. It will draw. It will fall. It will help. It will not be long. It will only take. It will receive. It will require. It will take. It will turn. It would be likely. It would not take. I understand it. I will ask. I will make. I will not ask. I will not undertake. I will therefore. I will withdraw. I wish to be excused. I wish to carry. I wish to make. I wish to offer a resolution. I wish to state. I wish to submit. I have no objection. I shall enter. If it be. In the Senate. In his own name. I wish to renew. It shall be presented. In their own behalf. I have no such purpose. It would not pass. In such institutions. In all these cases. Is not only. Is not now. In all its part. *Ipse dixit.* It has also. I wish to make a report. In its exercise. In all such cases. In its order. In all other parts I have always had. I have looked. I tell you. In all my experience.

J PHRASES.—Joint resolution. Judicial capacity. Judicial decision. Judicial investigation. Just taken.

L PHRASES.—Laboring classes. Land warrant. Laboring men. Last session. Law making power. Legal evidence. Legal tender. Letter carrier. Letters patent. Letter writer. Let us be satisfied. Let us look. Lieu thereof. Lieutenant Governor. Liquor dealers. Liquor sellers. Long before. Loyal citizen. Legal profession.

M PHRASES.—Mail steamship. Majority report. May have seen. May it please your honors. May not have. Military service. Minority report. Mississippi Valley. Mr. Chairman. Mr. President. Money market. Morning business. Mother country. My colleague. My friend from. Mason and Dixon's Line. More than that.

N PHRASES.—National asylum. National authority. National banking association. National bank note. National defense. National government. National policy. Native land. Naval affairs. Naval service of the U. S. Non-interest bearing. Nor do I propose. Nor more than. Notaries public. Not at all. Not only that. Not for purposes. Not very long ago. Nor is it material. Nor is it necessary.

O PHRASES.—Of each House. Officers of the Navy. Official dispatch. Of its own members. Of my amendment. Of my testimony. Of my learned brother. Of said act. Of said government.

P PHRASES.—Paper currency. Pending question. Pension list. Pension rolls. People of this country. Petty larceny. Post Office and Post Roads. Postal Service. Present administration. Previous notice. Previous question. Prize money. Private letter. Property owners. Purchase money.

Q PHRASES.—Quartermaster's Department. Quarter section. Quarter of a century. Quarter of a million.

R PHRASES.—Railroad accident. Railroads and canals. Railroad grant. Read the second time. Read the third time. Railroad transportation. Real and personal. Retired list. Rear Admiral. Recent session. Relied upon. Rev. gentleman. Right of suffrage. Rocky Mountains. Right of way. Rural districts. Resolved that.

S PHRASES.—Sailing ships. Saloon keepers. San Jose. *Scire Facias.* Secretary of the Interior. Secretary of State. Secretary of the Senate. Secretary of the Treasury. Secretary of War. Senate of the U. S. Senate resolution. Senators of the U. S. Setting forth. Shall be carried. Shall be liable. Shall be restored. Shall henceforward. Shall not apply. Since this case. Shall not pass. Ship-building. Short extract. Short session. Should have had. Should like. Should not go. Should not say. Side by side. Silver currency. So as not to make. So as to make. So long as it is. Somewhere else. So much money. Speaker of the House. Spanish American. So long a time. Speaker's table. Special order. Special session. Specie payment. State authorities. State courts. State journals. State securities. State sovereignty. Statute book. Stronger than. *Sub silentio.* Such as are. Such as was made. Such other persons. Such other report. So as to be able to. Such will be.

T PHRASES.—Take place. Taken up. Taking possession. Tax payers. Temporary clerks. Temporary purposes. Territorial government. Territories of the U. S. That can be. That is charged. That will depend. There is no disposition. There is no other. There is no such motion. There is no use. There will never. There would not now. They can make. They can receive. They can now. They will be received. Throughout the country. To begin. Throughout the world. To believe. To enlarge. To exercise. To get rid. To go back. To its merits. To make a speech. To make mention. To make the (a) motion. To offer an amendment. To such an extent. To the conclusion. To the exclusion. To wit. Trial by jury. They do not desire. To take the place. To that extent. That is all. That it is claimed. They cannot. That is this case. Trans-Atlantic. Trans-continental. Transshipment.

U PHRASES.—Under said act. Under such regulations. Under such rules. Under that amendment. Under this arrangement. Under those circumstances. Under which. Upper Mississippi.

V PHRASES.—Very clear. Very long speech. Very long time. Vested rights. Veto message. *Vice Versa.* Very long discussion.

W PHRASES.—Ways and Means. We are authorized. We are going. We are satisfied. We do not undertake. We have been told. We have reached. We have received. We shall be able to make. We shall do. We shall not investigate. We will not. What do you mean. Whatever may be. What extent. What I am. What I desire. What I wish to. What I find. What I have no doubt. What I have said. What I meant. What I said. What is called. What ought to have been done. What shall be. What was necessary. What would be said. What would be the result. What would have been. Which are alleged. Which are necessary. Which cannot be. Which had been. Which has been recently. Which has been read. Which has been referred. Which has just been. Which I have the honor in part. Which have taken place. Which is already. Which shall abridge. Which

shall be sufficient. Which will involve. Which shall lead. Which will strike. Which can exercise. Which would make, Which would result. Who shall investigate. Who shall be elected. Who shall not be. Who would know. Why is it. Will be pursued. Will be retained. Will be satisfied. Will not be embarrassed. Will not be stricken. Will not be taken. Will not get. Wire pullers. Without amendment. Would accept. Would not be respectable. Would not be responsible. Which shall be furnished. Which shall be submitted. Well authenticated.

SPELLING.

68. Beginners are often surprised at the peculiar spelling of the Type-writer. It is not their fault,—they certainly strike the right keys ; but, for some unexplained reason, the machine will persist in spelling contrary to all established rules of the art. Unlike skillful penmen, they cannot run letters together in such manner as to obscure their faulty orthography and leave the reader in doubt as to whether the spelling is correct or not, for each letter stands out clear and distinct. Printers, it is well known, learn to spell by sight. In composing type they are obliged to observe each word closely, and, from constant practice, soon learn to tell by the looks of a word whether it is spelled correctly. Pupils should make a note of this suggestion, and pursue this method in their practice on the Type-writer, giving particular attention to the appearance of every word :—observing whether any of the consonants are double, whether final *y* is changed into *i*, or whether *e* when silent is rejected before a vowel in the derivative word. To do this intelligently, the following rules for spelling should be committed to memory, and the accompanying examples written several times, until the student has become familiar with the practical application of the rules.

Rule I.—Monosyllables ending with *f*, *l*, or *s*, preceded by a single vowel, double the final consonent. Words ending with any other consonent in the same way do not ; as, *Staff*, *cliff*, *skiff*, *puff*, *off*, *all*, *bell*, *toll*, *null*, *shall*, *bliss*, *grass*, *press*, *hiss*, *moss*, *truss*, *car*, *drug*, *nod*, *mob*.

Exceptions.—As, gas, has, was, his, yes, is, this, us, thus, if, clef, nil, sol.

Rule II.—Words of one syllable, ending in a single consonant preceded by a single vowel; and words of more syllables, ending in the same way, with the accent on the last syllable,—double the consonant before a vowel in the derivative. In other cases no doubling takes place ; as, Plan, *planned ;* bag, *bagged ;* hot, *hotter*, *hottest ;* begin, *beginning*, *beginner ;* sad, *sadder*, *saddest ;* fop, *foppery*, *foppish ;* rebel, *rebelled*, *rebelling*, *rebellious ;* quit, *quitting*, *acquitted ;* in, *inner ;* up, *upper ;* wit, *witty*, *witticism ;* quiz, *quizzed*.

Exceptions.—Gas, *gases*, *gaseous*. 2. Call, *called ;* gild, *gilded*, hard, *harder*, *hardest ;* infer, *inference ;* bias, *biased*.

X final equals two consonants, *ks* or *kz; therefore*, it is never doubled, as *tax, taxed, taxes.*

There is a large class of words ending in a single consonant, and accented on some other syllable than the last, the final consonants of which are doubled before suffixes by many writers and lexicographers; but, according to Webster, they should not be doubled; namely, *apparel, barrel, bevel, bias, bowel, cancel, carburet (and all similar words ending in uret), cavil, carol, channel, chisel, counsel, cudgel, dial, dishevel, dowel, drivel, duel, empanel, enamel, equal, funnel, gambol, gravel, grovel, imperil, jewel, kennel, kidnap, label, laurel, level, libel, marshal, marvel, medal, metal, model, panel, parallel, parcel, pencil, peril, pistol, pommel, quarrel, ravel, revel, rival, rowel, shovel, shrival, snivel, tassel, tinsel, trammel, travel, tunnel, unravel, vial, victual, worship.*

A few derivative words are spelled according to the Latin primitive, and not according to the English; as, metal, *metallic, metallurgy;* inflame, *inflammation;* excel, *excellent;* appeal, *appellant.*

Rule III.—*E* final, when silent, is rejected before a vowel in the derivative word; as, Bite, *biting*; due, *duly;* argue, *argument;* force, *forced, forcing, forcible;* grieve, *grievance, grievous;* awe, *awful;* true, *truly;* rogue, *roguish;* judge, *judgment;* lodge, *lodgment;* rattle, *rattling.* When necessary to preserve the pronunciation or identity of the word, it is retained; as, Flee, *fleeing;* agree, *agreeable.* Also, in the words *dyeing, singeing, springeing, swingeing, tingeing*, to distinguish them from dying, *singing, springing, swinging, tinging.* The *e* is retained in *mileage*, though more correctly spelled *milage.*

Words ending in *ie* change *i* into *y* before *i* (also before *ing*), to prevent the doubling of *i;* as, Die, *dying;* vie, *vying;* tie, *tying;* lie, *lying;* hie, *hying.*

E final is retained before a consonant in the derivative word; as, Base, *baseless, basement;* rue, *rueful;* definite, *definitely, definiteness;* eye, *eyelet;* shoe, *shoeless;* perverse, *perversely;* whole, *wholesome, wholesale;* release, *releasement.*

Rule IV.—*Y* final, preceded by a consonant and followed by any letter except *i*, is changed into *i;* as, Fly, *flies;* mercy, *merciless;* merry, *merrily, merriment;* tidy, *tidiness;* modify, *modifies;* pity, *pitiful.*

Exceptions.—Shy, *shyness;* sly, *slyest;* dry, *dryly;* wry, *wryness.* The adjectives *drier* and *driest*, from *dry*, are usually written with *i* instead of *y.*

Y final, preceded by a vowel, or followed by *i*, remains unchanged; as, Boy, *boys;* gay, *gayer, gayest;* cry, *cried, crying;* allay, *allayed, allaying;* sway, *swayed;* obey, *obeying;* buoyant, *buoyancy;* chimney, *chimneys;* joy, *joyful.*

Exceptions.—Pay, *paid;* say, *said;* lay, *laid;* day, *daily;* stay, *staid* (remained), *stayed* (checked).

Rule V.—When simple words form Compounds, they generally retain all their own letters, especially if separated by a hyphen; as, *Barefoot, housewife, stiff-necked, well-bred, lady-like, party-spirit, well-*

grounded, thereabouts, juryman, whereby, whereunto, wherein, wherefore, wherewith, whereon. But *wherever. whosoever;* sheep, *shepherd;* pass, *pastime;* newly made, *new-made.*

Derivatives formed by prefixing one or more syllables to words ending in a double consonant commonly retain both consonants; as, *Rebuff, befall, inthrall, foretell, fulfill, enroll, emboss.* The word *until* is an exception, being always written with one *l.* Words of this class which end in *ll* are written by English lexicographers with one *l;* as, *Befal, inthral, foretel, fulfil, enrol, wilful, skilful, fulness, dulness, chilness, thraldom, instalment.* Webster gives both forms, but prefers *skillful, willful, fullness, dullness, chillness, thralldom, installment.*

Rule VI.—*Ize* is added to words having a like meaning without the ending, or with a different ending; if not, *ise* is added: as, author, *authorize;* civil, *civilize;* dramatist, *dramatize;* organ, *organize;* theory, *theorize;* patron, *patronize;* character, *characterize*

The following are the principal English verbs ending in *ise,* namely: *Advertise, advise, apprise, catechise, chastise, circumcise, comprise, compromise, criticise, demise, despise, devise, disfranchise, disguise, enfranchise, enterprise, exercise, revise, supervise, surmise, surprise.*

Rule VII.—The plural of nouns is usually formed by adding *s;* in certain classes of words, *es.*

When the singular of nouns ends with a sound that will not unite with *s* without forming a separate syllable, *s* only is added: as, Sea, *seas;* tree, *trees;* woe, *woes;* canto, *cantos;* virtue, *virtues;* cab, *cabs;* path, *paths;* lock, *locks;* gem, *gems;* jam, *jams;* ear, *ears.*

A few plurals from nouns ending in *o* preceded by a consonent, end in *es:* as, Echo, *echoes;* cargo, *cargoes;* embargo, *embargoes;* motto, *mottoes;* potato, *potatoes.*

Many words adopted from a foreign language retain their original plurals: as, datum, *data;* criterion, *criteria;* genus, *genera;* stratum, *strata;* larva, *larvæ;* crisis, *crises;* matrix, *matrices;* focus, *foci;* monsieur, *messieurs.*

F is sometimes changed into *v,* in derivatives: as, Knife, *knives;* mischief, *mischievous.*

An apostrophe prevents the effect of a Rule: as, Fancy, *fancied, fancy'd;* Mary, *Mary's;* fly, *fly's.*

Some words are spelled in two or more ways with good authority for each; as, Keg, cag; plough, plow; inclose, enclose; insure, ensure; inquire, enquire; flection, flexion; connection, connexion; height, hight; center, centre; meter, metre; hominy, homony, hommony; moccasin, moccason; mosquito, musquito, etc.

In words like *mimic, physic, traffic,* and *zinc,* the letter *k* is inserted after the *c,* in order that the latter may preserve its hard sound; as, *mimicked, trafficking, trafficker, zincky.*

In words where *e* and *i* are immediately preceded by *c, e* is used before *i;* as in *perceive:* after other consonents *i* precedes *e;* as in *relief.* Always *c-ei,* never *c-ie.*

PUNCTUATION.

69. Punctuation is the art of dividing printed or written discourse according to its grammatical and rhetorical construction in such way as will best present the sense. Accordingly, the necessity of being able properly to punctuate any kind of composition will at once be apparent to the student. An improperly pointed letter will tend to obscure the writer's meaning, causing him to be misunderstood, and possibly result in positive damage. This is peculiarly the case in business correspondence, where letters are formed of brief commercial terms. These technical phrases and abbreviations are as full of meaning to the man of business as a formula is to a mathematician, and their improper punctuation might result in serious inconvenience if not in pecuniary loss. The following examples will illustrate the importance of correct pointing:—

The following request is said to have been read in church: "Mr. Jared Huston having gone to sea, his wife desires the prayers of the congregation." But an unfortunate transposition of the comma from after "sea" to after "Huston" produced an effect more easily imagined than described.

A blacksmith, passing by a hair dresser's shop, observed in the window an unpointed placard, which he read as follows:—

"What do you think?—
I'll shave you for nothing,
And give you some drink."

He accordingly entered; and, after a huge black beard had been removed, asked, with the utmost *sang-froid*, for the liquor. The knight of the razor demanded payment; when the smith, in a stentorian voice, referred him to his own placard. The barber very good humoredly produced it and read thus:—

"What, do you think
I'll shave you for nothing,
And give you some drink?"

Another example:—

"Every lady in this land
Hath twenty nails upon each hand;
Five and twenty on hands and feet,
And this is true, without deceit."

The passage should read thus:—

"Every lady in this land
Hath twenty nails; upon each hand
Five; and twenty on hands and feet,
And this is true, without deceit."

The New York City Police Relief Fund Bill, passed by the State Legislature in 1885, has just been declared unconstitutional by the Court of Appeals, on the ground that a comma inserted between certain words rendered the act void. Since the passage of the act and the discovery of the mistake, seventy thousand five hundred dollars have been deducted from the pay of the police, which cannot be used until an amendment is passed authorizing the removal of the objectionable comma.

We do not want to overrate the importance of Punctuation, but we cannot ignore the fact that a certain degree of familiarity with the subject is absolutely necessary to success as a correspondent. If you are not sufficiently familiar with grammar to learn punctuation as a science, you can certainly learn it as an art,—by educating the eye. Observe closely the punctuation of the business letters herein contained ; which, while they are not given as models of excellence in arrangement of sentences or elegance of composition, may yet be safely followed as a guide to correct punctuation.

I have adopted the following method with pupils who have had no previous knowledge of the subject, with very good success.

Require the pupil to copy two or three letters on the writing machine without punctuating them. Then lay aside the book and proceed to insert the proper points carefully, and as correctly as possible ; then compare the copy with the original, and make the necessary corrections. A little patience and perseverance in this kind of practice for a few weeks will be highly satisfactory in results.

COMMA.

79. The comma [,] marks the smallest grammatical division of a sentence, and usually represents the briefest rhetorical pause.

I. Parenthetical Words and Phrases should be separated from the rest of the sentence by comas. Examples are :

"The greatest of known benefits, that at least without which no other benefits can be truly enjoyed, is independence." "The harmony which should exist between them is it seems, unattainable ; and this, in our opinion, can only result in a dissolution of the firm."

NOTE 1.—Words and phrases are parenthetical when they are not absolutely necessary to complete the meaning of the sentence in which they occur, and yet cannot be omitted without in some degree diminishing the force of the sentence. The pupil should note carefully the difference between a parenthetical expression and a *parenthesis*, from which it derives its name. A parenthesis may be entirely omitted from the sentence without detracting from its sense or its construction. The following examples, contrasted with the examples under the rule, will illustrate the different degrees between the expressions :

" Will you oblige us (confidentially) with some information relative to the standing of Messrs. J. B. & Co ?" "I have seen charity (if charity it may be called) insult with an air of pity."

NOTE 2.—The most common parenthetical expressions are *consequently, furthermore, however, indeed, surely, perhaps, also, then, therefore, too, likewise, moreover, nevertheless, accordingly, unquestionably, doubtless, meanwhile, lastly, finally, namely, of course, in fact, to be sure, no doubt, in short, in general, in reality, in a word, in that case, in the mean time, in the first place, in every respect, for the most part, without doubt, beyond question, now and then, on the contrary, on the other hand, generally speaking, as it were.* The words set off by commas which usually

stand at the beginning, are *yes, no, well, why, now, again, first, secondly,* etc.

NOTE 3.—Some words ranked as adverbs are employed conjunctively, and require different punctuation. When *however, now, too, then, indeed,* are used as *conjunctions,* they are separated by commas from the text; but when as *adverbs,* qualifying the words with which they are connected, no comma should be used. This distinction will be apparent from the following examples:

HOWEVER.—"We must, *however,* pay some deference to the opinions of the wise, *however* much they are contrary to our own."

INDEED.—"They are *indeed* capable of any act of cruelty, though, *indeed,* they were very kind in this instance."

TOO.—"We, *too,* gentlemen, are interested in an early settlement of this question, and it cannot be settled *too* soon."

The conjunction *too,* when placed at the end of a sentence or phrase, must not be set off by a comma; as, "We relied upon their loyalty, but they have proved treacherous *too.*"

II. Words in a Series, of the same part of speech, should be separated by a comma; as, "Learn patience, calmness, self-command, disinterestedness, love." "Industry, honesty, and temperance are essential to happiness." But should each word of the series be separated by the conjunction *and, or,* or *nor,* the comma should be omitted; as, "Let us drink in the soul of love and beauty and wisdom from all nature and art and history."

III. Nouns, Pronouns, and Phrases, when in apposition, are set off by commas; as, "Homer, the greatest poet of antiquity, is said to have been blind." "Newton, the great mathematician, was very modest." "We, the people of the State of New York, in convention assembled."

IV. Words or Phrases Contrasted with each other are separated by commas; as, "Zeal without knowledge, prudence without courage, and peacefulness without principle, are dangerous qualities." "We live in deeds, not years; in thoughts, not breaths; in feelings, not in figures on a dial."

V. A Relative Pronoun or Relative Clause explanatory of the antecedent, or presenting an additional thought, is separated from the rest of the sentence by a comma; as, "Cherish true patriotism, which has its root in benevolence." "Here comes his body, mourned by Mark Antony."

NOTE.—When, however, a relative clause is restrictive it is not set off; as, "He was a man whom nothing could turn aside from the path which duty pointed out."

VI. Adjectival, Participial, and Independent or absolute words, with their dependent clauses, are set off by commas; as, "And, now, sir, do you mean to swear that this statement is true?" "Cradled in the camp, Napoleon was the darling of his army." "To speak candidly, I do not understand the subject."

VII. Inverted or Transposed Expressions are usually set off by commas; as, "Of Tecumseh, the Indian warrior, it is related that he would keep a promise even toward an enemy."

VIII. Dependent Clauses Should be Separated by commas; as, "Be studious and diligent, in order that you may become learned." "If you would be revenged on your enemies, let your life be blameless." "To makes this clear, I will tell you an old story."

IX. In Compound Sentences where the verb is expressed only in the first clause and understood in the others, the ellipsis is marked by a comma; as, "Curiosity allures the wise; vanity the foolish; and pleasure, both." "Shakespeare died in 1616, Milton in 1674, Dryden in 1700, Pope in 1744, and Goldsmith in 1744.

X. A Short Quotation, or any expression resembling a quotation, is separated by a comma from the clause which precedes it; as, "It may be laid down as a sacred maxim, that every man is wretched in proportion to his vice." There is much in the proverb, "Without pains, no gains."

XI. With the exception of Dates, figures consisting of four or more characters are pointed with a comma before every three from the end; as, "The population of the City of New York in 1790 was 33,131; in 1840, 312,710; in 1850, 515,507."

NOTE.—The comma as here used is neither a grammatical nor rhetorical point; but it is simply a point of convenience in expressing figures. When expressed in words, numbers are usually left unpointed; as, "The population of China in 1743 was fifteen millions twenty-nine thousand eight hundred and fifty-five." When round numbers are used and no comparison is made between one sum and another words are to be preferred to figures.

THE SEMICOLON.

71. The Semicolon [;] is used to separate parts of a sentence less closely connected than those separated by a comma.

I. Two Conjoined Clauses, of which the second is formally introduced by the conjunction *and, but, for,* or an equivalent word, and added as a matter of inference, contrast, or explanation, are separated by a semicolon; as, "Examinations are formidable even to the best prepared; for the greatest fool may ask more than the wisest man can answer." "Idleness is the parent of vice; but well-directed activity is the source of every laudable pursuit and worldly attainment."

NOTE.—When a sentence consists of three or more clauses, united by a conjunction, none of which are susceptible of division, a semicolon should be put between those which are less connected in sense, and a comma only between the others; as, "Infidelity is not always built upon doubt, for this is diffident; nor philosophy always upon wisdom, for this is meek."

II. A Series of Expressions of similar construction, having a common dependence upon some other clause, should be separated from each other by a semicolon, and from the clause on which they all depend, by a comma; as, "If we think of glory in the field; of wisdom in the cabinet; of the purest patriotism; of the highest integrity, public and private; of morals without a stain; of religious feelings without intolerance and without extravagance,—the august figure of Washington presents itself as the personation of all these ideas."

NOTE.—The dash appended to the comma in the preceding example is properly inserted to show more clearly the clause upon which the series depends.—See "The Dash," Rule II.

III. Short Sentences Following One Another, slightly connected in sense or construction, should be separated by a semicolon; as, "The epic poem recites the exploits of a hero; tragedy represents a disastrous event; comedy ridicules the vices and follies of mankind; pastoral poetry describes a rural life; and elegy displays the tender emotions of the heart."

> "Full many a gem of purest ray serene
> The dark, unfathomed caves of ocean bear;
> Full many a flower is born to blush unseen,
> And waste its sweetness on the desert air."

IV. A Semicolon is Placed Before *as, viz, to wit, namely, i. e.,* or *that is,* when they precede an example or a specification of particulars, or enumeration of subjects, and between particulars when they consist of disjoined words or phrases but slightly connected with the others; as, "Many words are differently spelled in English; as, Inquire, enquire; jail, gaol; sceptic, skeptic." "Some men distinguish the period of the world into four ages; viz., the golden age, the silver age, the brazen age, and the iron age."

V. Semicolons Are Used Between two members of a sentence one or both of which may be divided by commas into smaller portions; as, "As we perceive the shadow to have moved, but did not perceive it moving; so our advances in learning, as they consist of such minute steps, are perceivable only by the distance."

THE COLON.

72. The Colon [:] is the intermediate point between the period and the semicolon.

I. Sentences Consisting of Two Members united by a conjunction or an adverb, either member of which may be subdivided into clauses separated by a semicolon, are separated by a colon; as, "Every one must, of course, think his own opinions right; for, if he thought them wrong, they would no longer be his opinions: but there is a wide difference between regarding ourselves as infallible, and being firmly convinced of the truth of our creed."

II. Clauses Complete in Themselves, not followed by a conjunction, but by some remark, reference, or illustration, should be separated by a colon; as, "In business there is something more than barter, exchange, price, payment: there is a sacred faith of man in man." "Do not insult a poor man: his misery entitles him to pity."

III. A Colon Should be Placed Before a direct quotation, or specification of articles or subjects, when formally introduced; as, "All our conduct towards men should be influenced by this important precept: 'Do unto others as ye would that others should do unto you.'" "The discourse consisted of two points: in the first was shown the necessity of exercise; in the second, the advantage that would result from it."

NOTE 1.—A quotation consisting of several sentences, or beginning a new paragraph, is preceded by both a colon and a dash; as, "The meeting having been called to order, the chairman said:—

"Ladies and Gentlemen, it gives me great pleasure to introduce to you the orator of the evening," &c. But if the quotation is short, and closely connected with the words preceding it, a comma between the parts is sufficient; as, "Patrick Henry commenced his celebrated oration by saying, "It is natural to man to indulge in the illusion of hope."

NOTE 2.—When the subject or thing specified consists of words or phrases in apposition with a preceding noun, or its equivalent, without formal introduction, a comma and dash are used; as, "Energy and audacity of will characterize all ruling men,—statesmen, generals, reformers, orators."

IV. Yes and No, followed by a noun in the independent case, are separated from it by commas and the noun is followed by a colon; as, "Yes, sir: it has been attended to." "Yes, my lords: I repeat it." The place of publication of a book, name of the publisher, and the year in which it is published, are followed by a colon; as, "Oxford: Printed At The University Press. London: Henry Frowde. New York: 42 Bleecker Street."

THE PERIOD.

73. The Period [.] indicates the end of a sentence.

I. A Sentence Complete in Itself, independent of what follows, and not of an interrogatory or exclamatory character, should be

followed by a period; as, "Truth is the basis of every virtue. It is the voice of reason. Let its precepts be religiously obeyed. Never transgress its limits."

II. Headings, Subheads, phrases in titlepages, the address of a person or persons, signatures to documents, words and phrases used in imprints, catalogues, &c., are followed by a period. Thus :—

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NOTE.—When signatures are followed by a title or explanatory term, a period should be placed after the latter; as, Wm. H. Vanderbilt, President.

Horace Russell, Theodore Houston } Receivers.

III. A Period is Used After every abbreviated word; as, E. G. Robinson, D.D. LL.D. Albert Harkness, Ph.D., LL.D.

NOTE 1.—When an abbreviated word ends a sentence, only one period is used to show the omission of the letters and the termination of the sense; any other points required by the construction should be inserted after the period, as in the abbreviation D.D., LL.D. A period should not be inserted between the two L's in the title LL.D. (Legum Doctor), as the LL. stands for one word in the plural, and the D. for the other word in the singular. The same remark applies to MM. for Messieurs.

NOTE 2.—Words are often abbreviated by taking the first two or three letters, as Cal., for California; also by taking the first letter and a leading letter in the middle or at the end of the word, as Mo., for Missouri; Me., Maine.

NOTE 3.—Proper names such as Tom, Ben, Ned, &c., when permanently shortened, do not require a period. This is true of other well-understood contractions, as the word *consol* or *consols*, for the consolidated loans of the British Government.

NOTE 4.—Such words as 1st, 2d, 3dly, 12mo, 8vo, 8°, are not considered as abbreviations, the figures representing the first letters of each word, consequently a period should not be used unless they stand at the end of a sentence.

NOTE 5.—In the title pages of books and in inscriptions, dates are often put in capitals, the different parts of which are set off by periods; as, M.DCCC.LXXX.V., for the year one thousand eight hundred and eighty-five, or 1885. Mr. Wilson says the period is to be preferred, on

account of neatness, for Roman or Arabic numerals ; as, Isa. lv. 7 ; but the usual practice among theological writers is to use the colon ; as, Ezek. xv : 12. I Peter iv : 10, 11, 12.

NOTE 6.—The period is used as a decimal point, and also between pounds and shillings ; as, £1. 10s. 6d. sterling is equivalent to $6.78, United States currency.

POINTS OF INTERROGATION AND EXCLAMATION.

74. An Interrogation point denotes a question.

75. An Exclamation point denotes strong emotion or passion.

I. An Interrogation Mark is put at the end of every direct question ; as, "Who will not cherish the sentiment contained in the following words of Washington ?" "When Diogones was asked what wine he liked best, he answered, that which is drunk at the expense of others."

NOTE 1.—The interrogation point may supersede not only the period, but the comma, the semicoln, and the colon. In each case it is of some importance to know which of these points is the equivalent of the interrogation point, so as to know whether the following word should begin with a capital or not. When there is a series of questions without an affirmative clause intervening, the interrogation represents a point less than a period. The Psalms abound in such expressions ; as, "How long, Lord ? wilt thou be angry for ever? shall thy jealousy burn like fire ?" (Ps. 79 : 5). By changing the sentence to the affirmative form it will be seen that the interrogation is equivalent to a semicolon ; as, The Lord will not be angry long ; he will not be angry for ever ; his jealousy will not always burn like fire.

NOTE 2.—A question formally introducing a quotation should be brought to a close with an interrogation mark before the quotation ; as, "Who that has ever read Shakespeare can forget the remarkable irony of Antony's speech over the dead body of Cæsar ?

> "Here under leave of Brutus and the rest,
> (For Brutus is an honorable man,
> So are they all honorable men),
> Come I to speak in Cæsar's funeral.
> He was my friend, faithful and just to me ;
> But Brutus says he was ambitious ;
> And Brutus is an honorable man."

II. The Exclamation Point is placed after words and sentences expressing emotion,—such as joy, grief, anger, surprise, etc. ; as, "Gentlemen, what does this mean?" 'Chops and tomato sauce. Yours, Pickwick !' Chops ! Gracious heavens ! and tomato sauce ! Is the happiness of a sensitive and confiding female to be trifled away by such shallow artifices as these !"

NOTE 1.—It is used after solemn invocation or addresses ; also after interjections ; as, "The heavens and earth, O Lord, proclaim thy bound-

less power!" "O blessed health! thou art above all gold and treasure!" "Ah! me!" "Rouse, ye Romans! rouse, ye slaves!"

NOTE 2.—There is an essential difference between the interjections *O* and *oh*. The former is the sign of the vocative case, is used only in direct address, and never takes the exclamation point immediately after it; the latter may or may not take such exclamation point according to its meaning; as, "O sacred, wise, and wisdom-giving plant, mother of science, now I feel thy power within me." "Oh! I could be bound in a nutshell, and count myself a king of infinite space were it not that I have had bad dreams." "Oh, what a glorious part you may act on the theatre of humanity!" The interjection *oh* should never begin with a capital except at the beginning of a sentence or a line in verse.

NOTE 3.—To express surprise, irony, or contempt two or more points are used; as, "Selling off below cost!!!" "Oh! you went with him, did you!" The exclamation point is also used to indicate unbelief or doubt; as, "The measures which he introduced to Congress, and which have been carried by overwhelming majorities (!), proved him to have been in every sense a great statesman (!)."

THE DASH.

76. Of all the marks of punctuation the dash is the most abused and misused. Whenever a writer, from ignorance of the laws of punctuation, does not know precisely what point to insert he makes a dash. The poet aptly says,—

"All modern trash is
Set forth with numerous breaks and dashes."

I. The dash is used where there is a sudden transition of thought, where the sense is suspended, and where there is an unexpected or epigrammatic turn in the thought expressed; as, "I stopped a minute to answer a question—the man who asked it I did not know—about a young man who was in my regiment."

"They conquered—but Bozzaris fell,
Bleeding at every vein."

"Approaching the head of the bed, where my poor young companion, with throat uncovered, was lying, with one hand the monster grasped his knife, and with the other—oh, cousin!—with the other he seized—a ham."

II. A Dash Should be Used after a concluding clause consisting of a series of words on which other expressions depend; after a long member or clause which leads to an important conclusion; as,—

"At school and at college, the great vision of Rome broods over the mind with a power which is never suspended or disputed: her great men, her beautiful legends, her history, the height to which she rose, and the depth to which she fell,—these make up one half of a student's deal world."

"To down the false and to build up the true, and to uphold what there is of the true in the world,—let this be our endeavor."

III. The Dash is Used Before the echo, a word or phrase repeated in an exclamatory manner; in the place of the marks which usually indicate parenthesis and parenthetical phrases; and where there is an ellipsis of the words *namely, that is*, and kindred words; as,—

"Newton was a Christian;—Newton! whose mind burst forth from the fetters, cast by nature on our finite conceptions:—Newton! whose science was truth, and the foundation of whose knowledge of it was philosophy;—Newton! who carried the line and rule to the utmost barriers of creation, and explored the principles by which, no doubt, all created matter is held together and exists."

"The whole deportment of a child is delightful. Its smile—always so ready when there is no distress, and so soon recurring when that distress has passed away—is like an opening of the sky, showing heaven beyond."

"The four greatest names in English poetry are almost the first we come to,—Chaucer, Spencer, Shakespeare, and Milton."

IV. In Books a Dash is placed after each period in the heading; in newspapers, it is used for the same purpose without the period; as "Victims of the Trail.—Overtaken.—Extermination." "Cornell University—Address of President Adams—The Responsibility of Liberty."

V. The Dash is Placed After side-heads; before the author or credit when in the same paragraph; after a line, or part of a line, when connected with something begun or resumed in the line below; as, "FEVERS.—Simple or Inflammatory."

"My Dear Boy,—

"Do you choose your friend as you would an orange, by its golden outside, and the power of yielding much when well squeezed?"

VI. The Dash is Often used to denote the omission of letters or figures; as, M——e. Proverbs iv: 2——7. The years 1885—6.

MISCELLANEOUS MARKS AND CHARACTERS.

77. **I. The Apostrophe** is used to denote the omission of a letter or letters; as, I've, I have; o'er, over; don't, do not; he's, he is; who'd, who would; you'll, you will.

"As Yorkshire Humphrey, t'other day,
O'er London bridge was stumping."

II. The Apostrophe is used to distinguish the possessive case of nouns; as, "A man's manners not unfrequently indicate his morals." "Moses' rod," "for righteousness' sake," "for conscience' sake," administratrix' sale."

III. The Hyphen is used to divide the constituent parts of compound and derivative words, and to mark the division of a word at the end of a line; as, "the all-wise God," "a sharp-edged instrument." "Never put off till to-morrow what you can do to-day."

NOTE 1.—When a prefix ends and the word to which it is united begins with a vowel,—both vowels being separately pronounced,—they should be connected with a hyphen; as, pre-occupy, re-echo, supra-orbital. The diæresis is also used to indicate that two successive vowels are pronounced separately; as, Beëlzebub, aërial, reäppear.

NOTE 2.—A line of print should not end with the first syllable of a word when it consists of a single letter; as, a-brade, e-normous; neither should three or more successive lines end with a hyphen, as it detracts from the neat appearance of the page.

IV. Marks of Quotation enclose the exact words of an author or speaker; as, "I rise for information," said a member of Congress. "I am very glad to hear it," cried another sitting by; "for no one needs it more."

NOTE 1.—A quotation within another is enclosed by single quotation marks; as, Trench well says, "What a lesson the word 'diligence' contains," etc.

NOTE 2.—When it is wished to draw particular attention to an extract from a newspaper, or book, and especially when certain kinds of legal documents are quoted in full, inverted commas are placed at the beginning of each line; as,—

"We, Patrick Jamieson, of Braefoot of Ledlewan, in the parish of Kil-
"learn, and county of Sterling, formerly residing at North Woodside
"Road, and now residing at East Park, Garscube Road, Glasgow," etc.

V. Brackets [ ] are used by Editors to correct errors, or to supply an omission; as, "Crotchets [the writer means marks of parenthesis] are used to enclose a sentence, or part of a sentence, which is inserted between the parts of another sentence." "Later dispatches confirm the report."—[Editor.

VI. Two Commas [called Ditto marks] are employed to indicate something understood which was expressed in the line above; as,

10 lbs of rice, @ 8 cts. per pound, ...80.
5 " coffee, " 25 " " " . . . . . 1.25.

VII. The Index, or Hand, calls special attention to a passage or remark; as, ☞ Terms cash.

VIII. Three [*⁂*] **Stars,** or N. B., the initials of *nota bene,* "mark well," are also used to call attention to some passage, and are used at the end of an article instead of an author's signature when he does not wish his name known.

IX. The Caret [^] denotes that some letter, word or phrase has been omitted; as, "By the L——! madam, you ^ wrong me, and the world shall know it."

X. The Brace [⌣⌣] unites two or more parts, and generally refers them to something else; as,

Hauser—Ungarisch } S. B. Mills, Pianist.
Grieg—Song Without Words }

XI. The Ellipsis [——****] marks the omission of letters or words; as, "Referring to M———s letter of the 12th," &c. "One, the beloved of all, remained behind, laid to rest in the cemetery at Quito." *******

XII. Leaders [....] lead the eye from one part to another over a blank space; as, TOSTI—Good Bye.....Patti.

XIII. Accents are marks placed over the vowels; namely, the *Acute* [ʹ], as in *fáncy*; the *Grave* [ˋ], as in *fàvor*; and the circumflex [^], as in *fâll*. The acute accent commonly represents a sharp, the grave a depressed, and the circumflex a broad sound. The Tilde [~] used over the letter *n* in Spanish words to give it the sound of *ny*; as, *señor*. The Cedilla, a mark resembling a comma, is placed under the letter *c* when it has the sound of *s* before *a* or *o*, in words taken from the French; as, *façade, garçon*.

XIV. Marks of Quantity are the long [-] placed above a letter to give it the long vowel sound; as *o* in *nōte*. The Breve, or Short [˘], denoting the short sound of the vowel; as *e* in *mĕt*.

XV. Reference Marks are the Asterisk, or Star [*], the Obelisk, or Dagger [†], Double Dagger [‡], the Section [§], Parallel Lines [‖], and the Paragraph [¶].

CAPITAL LETTERS.

78. I. Every chapter, section, paragraph, sentence, and every line of poetry, should begin with a capital.

II. The first word after a period, after an interrogation or exclamation point when grammatically equivalent to a period; as, "Greece indeed, fell; but how did she fall? Did she fall like Babylon? Did she fall like Lucifer, never to rise again?"

NOTE.—When the period is a mark for an abbreviated word or phrase which does not end a sentence the following word should begin with a small letter; as, "The Y. M. C. A. meeting was well attended." Here the period after *A* simply marks the abbreviation of *Association*, and not the end of the sentence. In the word St. Louis, *Louis* properly begins with a capital as it is a proper name, even though it follows a period.

III. Every direct quotation formally introduced, should begin with a capital; as, Said Fletcher of Saltoun: "Let me make the ballads of a nation, and I care not who makes its laws."

IV. All proper names and adjectives derived from proper names, should begin with a capital; as, Pompey, London, Christian, Parisian, French.

NOTE 1.—The words *heaven, hell, paradise, the celestial and the infernal regions*, usually begin with small letters; but *Elysium, Tartarus* and *Pandemonium* with capitals.

NOTE 2.—When North, South, East and West refer to certain countries, or points of the compass, they should begin with a capital; but when reference is made to things as being more to the north, south, etc., than others, small letters should be used; as, Atlanta, which lies *south* of New York, is called the New York of the *South*. Albany is *north* of New York.

NOTE 3.—All words of primary importance, indicating some great event or change; the pronoun I, and the interjection O,—begin with a capital; as, "Glorious New England! Around thy hills and mountains cling, like gathering mists, the mighty memories of the Revolution." "O Death, where is thy sting! O Grave, where is thy victory?"

NOTE 4.—Important words and phrases in business letters are sometimes commenced with a capital, although improperly. They are used to bring out prominently the subject-matter of the correspondence; as, "Please ship us 25 bbls. Super Fine Flour, 8 lbs. Rice, Butter, Sugar, Molasses," etc.

V. Names of the Deity, and of Jesus Christ should begin with a capital; as, Jehovah, God; Father, Preserver, Almighty, the All-wise; the Messiah, the Anointed, the Redeemer.

NOTE.—*God*, as applied to man, idols and false divinities, should begin with a small letter; as, "The Lord is a great *God* above all *gods*." "The *gods* of the heathen."

VI. A common noun personified, or especially distinguished, should begin with a capital; as, "O Time, mighty is the strength of thy arm!"

BUSINESS CORRESPONDENCE.

79. Most of the business letters introduced in this manual are copies of actual correspondence, many of them taken from the letter-press book just as they are, while others have names and dates changed, as requested by the parties furnishing them.

The object of these letters is not to furnish copies for use in your business affairs, for they could not possibly be adapted to such purpose ; but to give an idea of actual business methods and to furnish ample practice for the beginner, both in type-writing and phonography, in order that he may become familiar with the phraseology of business correspondence and the general style in which it is conducted.

Many persons, even printers, learn punctuation mechanically, without knowing anything whatever of the rhetorical rules governing the science. It is therefore not unreasonable to suppose that the amanuensis, in copying and re-copying these forms, will acquire a certain facility in expressing his thoughts in a business-like way.

It is not necessary that a business letter should have a finished literary style. This would require attainments on the part of the writer to which comparatively few of our most successful business men can lay claim. Even a college-bred man, who has perhaps taken honors in the department of *belles-lettres*, and whose composition is faultless so far as rhetorical finish is concerned, has a great deal to learn before he can take his seat at the office desk and indite the same terse business letter that his old father can, who "never went much on larnin' anyhow." There is a certain business air about a business letter which partakes very much of the character of the business man, and which is entirely foreign to all sophomoric composition. Clearness, compactness, accuracy, distinctness are the qualities most demanded in a business letter : elegance may be easily dispensed with, but force is indispensable. These qualities can be acquired by practice. One of the best letter-writers in New York to-day is a man who began in the railway service as a shorthand amanuensis, and worked his way up to his present position at the head of the company, by dint of much study and hard work. Two stenographers daily write out for him a correspondence which would require the services of a third were it not for his concise way of dictating. When complimented on his rare ability in this direction, he replied that letter-writing was one of the most difficult things he had to learn. As a shorthand correspondent he used to copy the letters of his employer, an experienced railway man, over and over again until he gradually acquired his style and facility of expression.

On the other hand, it must be admitted that while business men write briefly and to the point, few of their letters, just as written, would be acceptable for the press without revision. They may express everything in the way of business they intend and still be very faulty in mechanical detail. This arises from a lack of knowledge which might have been overcome by a few hours' patient study of the subject at the beginning of their business career, a knowledge of which it is the aim of this book to give.

It is customary nowadays in almost all kinds of business to have printed letter-heads, in which case it is only necessary to insert the date line. Where the heading is not printed it can be inserted very neatly on the machine with almost mathematical accuracy, by means of the scale.

The art of punctuation is treated of in another chapter; still attention will be called to some points in the punctuation of headings, addresses, etc., as these subjects are elucidated.

Suppose it is wished to form a headline of the following:

"OFFICE OF THE TRUNK LINE COMMISSION, 346 BROADWAY, NEW YORK, DECEMBER 1, 1885."

The words "Office of the Trunk Line Commission" should occupy the centre of the space at the top of the page, and should be so placed as to have the same margin on each side. To ascertain just where to begin the first letter, count the number of letters, spaces, and punctuation marks, if any, in the phrase, and subtract this number from the number of points on the scale; then divide the remainder thus found by two. This quotient will be the number of the scale on which to begin, thus:

In the phrase quoted there are just thirty letters, five spaces, and one comma, making altogether thirty-six spaces. Deduct thirty-six from the number of points on the scale (sixty-five), which leaves a remainder of fourteen and one-half. As no provision is made on the scale for fractions, and as one point one way or the other in the introductory line will make no special difference, add one-half to this remainder, making fifteen, which is the number of the scale on which to begin the heading,

OFFICE OF THE TRUNK LINE COMMISSION.

It now remains to insert the line "346 Broadway, New York, December 1, 1885." It is not necessary to figure this out by the rule, as it is simply a matter of judgment. The line should be placed so as to be in proportion to the line above and present a pleasing appearance to the eye. By counting the words, spaces, and points, we find there are just forty; and by counting from the figure sixty-five on the scale backwards we find that to get this line in we must begin at twenty-five.

OFFICE OF THE TRUNK LINE COMMISSION,
346 BROADWAY, NEW YORK, DECEMBER 1, 1885.

This makes a neat heading. Suppose, however, there are a larger number of words in the phrase. It would then be necessary to divide it into two lines, making a third of the date line, thus:

OFFICE OF THE TRUNK LINE COMMISSION,
346 BROADWAY,
NEW YORK, DECEMBER 1, 1885.

In type-writing, where there are only two fonts of type, as it were, to select from, considerable ingenuity can be displayed in arranging lines to be prominently set off from the rest of the matter.

Whether *st*, *th* or *d*, is placed after a date, or whether the name of a place, or a title, is contracted or written in full, is a matter entirely within the judgment of the writer. The neat and artistic appearance of a letter depends largely upon the arrangement of the address, etc., and if there is not sufficient space to insert titles in full they can be abbreviated. Three lines are usually sufficient for an address, as in example No. 2. When there are three lines, do not make a fourth line of *Dear Sir* or *Gentlemen*, punctuated thus,—

HON. JOHN L. CONVERSE,
HOUSE OF REPRESENTATIVES,
WASHINGTON, D. C.

DEAR SIR:—
THE DOCUMENTS WERE DULY RECEIVED, &C.

This style of punctuation is used in introducing a direct quotation when the words cited begin with a new paragraph. When the colon is used in the address of a letter, if the first line begins a paragraph omit the dash. If the first line follows immediately after the title of respect, a comma and dash are sufficient, and accords with the best usage. (See examples 5 and 8.)

At one time it was quite the fashion to be very profuse in expressions of title or rank, in addressing letters, and of expressions of endearment and respect in closing them. Nowadays business is dispatched with more rapidity, and for the average business man life is too short to devote much space to such formalities. Brevity, the soul of wit, is also the soul of letter-writing. Many correspondents are beginning to omit the formal introductions of respect, as *Gentlemen, Dear Sir*, etc., as in examples 6 and 7. Whether this innovation has come to stay is yet to be determined. There is certainly a gain in time, especially for those who dictate to the type-writer operator direct instead of having phonographic notes first taken.

Some writers have a very bad habit of contracting words unnecessarily and improperly, and of making use of the wrong points in punctuating. Attention is called to a few such errors, taken from a book intended as a guide for beginners, viz.:

Never contract *yours* to "*yrs.*"

In the address *Messrs. Pancost & Co*, a period should have been placed before the comma to mark the abbreviation of *Co.*

In the address *Johnson & Shepherd M'f'g. Co.* either the apostrophes should have been omitted or else the period; either denotes a contraction.

In the address *Mr. S. L. Francisco, Gen'l Frt. Agt., C. B. & Q. R. R.*, the comma should have been omitted after *Agt.* As punctuated, Mr. Francisco may be the general freight agent of some other road than the C., B. & Q. A comma should have been inserted after the *C* in addition to the period, to mark the grammatical pause. Care should be observed not to carry abbreviations to excess.

In the address,

Resp'y yrs,
Jas. A. Vandercook,
Pl'nt'ff's Atty.,
339 B'dway, N. Y. City,

there is displayed a lack of knowledge of punctuation which is reprehensible. The contraction *yrs*, is bad enough without calling attention to the omission of the period before the comma; but what shall be said of the contraction for *plaintiff?*

Do not write *Gents.* for *Gentlemen* if you have room to insert the full word; it is not in good taste. John Earle, in the Philology of the English tongue, says:—

"The curt form of gent, as a less ceremonious substitute for the full expression of gentleman, had once made considerable way, but its career was blighted in a court of justice. It is about twenty years ago that two young men, being brought before a magistrate, described themselves as gents. The magistrate said he considered that a designation little better than blackguard. The abbreviated form has never been able to recover that shock."

FORM FOR ADDRESSING ENVELOPES.

Hon. J. W. Cable, Esq.,
Prest. C., B. & Q. Ry.,
Chicago, Ill.

Henry Monett, Esq.,
Genl. Pasgr. Agt.
N. Y., W. S. & B. Ry.,
Stewart Bldg., New York.

Hon. Wm. M. Evarts,
Secretary of State,
Washington, D. C.

J. A. Hulbert, Esq.,
445 Superior Street,
Cleveland, O.

c/c Standard Oil Co.

Do not contract *Messrs.* to *Mess.*, which is only a contraction of a contraction ; nor *Dear* to *Dr.* which is the abbreviation for doctor, debtor or dram.

All words which, when abbreviated, are shortened only by one letter, should be written in full.

CORRECTING COPY.

80. As the distance between the scale and line of writing varies slighty on all type-writers, it is better to experiment first by writing a full line and then turning the roller backward two spaces to see how the line will register with reference to the scale. This having been ascertained, it is evident that by turning the roller forward the same number of spaces the imprint will be registered properly for making corrections.

Having taken the copy from the machine and marked any errors there may be for correction, replace it so that the letters of each line will register exactly above the points on the scale ; draw the paper down until the bottom of a line is even with the top of the scale ; then turn the roller two points forward, which will register each line as it was before removing the paper from the machine.

LETTERS AND CIRCULARS.

81. TRUNK LINE COMMISSION.

N. Y. C. & H. R., N. Y. Lake Erie & W., Pennsylvania and Baltimore & Ohio Railroads.

Office of Commissioner, No. 346 Broadway.

New York, August 8th, 1883.

C. H. Chandler,
Gen'l Pasgr. Agt.,

Dear Sir :

The lines composing this Committee have decided to issue a Fall Tariff of Emigrant fares, to be in effect on and after October 1st, 1883.

In order to make such corrections as are necessary, it is requested that all changes to be considered in compiling the new issue be advised to each General Passenger Agent of this Committee, so that notice may be received by them not later than August 20th, instant.

Respectfully,

R. T. BRYDON,
Secretary.

Write the following heading by the formula given:

65 (Letters on scale.)
13 (" in 1st line.)
2)52(26 (No. of scale to begin 1st line.)
4
13
13

SPECIFICATION
for
OFFICE BUILDING
TO BE BUILT BY THE
NEW YORK, WEST SHORE & BUFFALO R. R. CO.
at
MAIN LOCOMOTIVE SHOPS, FRANKFORT, N. Y.

(1)

Philadelphia, Pa., July 2, 1885.

Messrs. Donald, Maynard & Converse,
Poughkeepsie, N. Y.
Gentlemen,--We are in receipt of your order, &c
Yours very truly,
Bates, Reed & Cooley.

(2)

Baltimore, Md., Feb. 10th, 1885.

Messrs. Armour & Co.,
Produce Exchange Building,
Broadway, New York.
Gentlemen,--Replying to your esteemed favor, &c.
Very truly yours,
J. A. Canfield & Co.

(3)

Chicago, Ill., August 24th, 1885.

Mon. Milton I. Southard,
155 Broadway, New York.
Dear Sir,--In the suit now pending, &c.
Sincerely yours,
Emory A. Storrs.

(4)

St. Louis, Mo., August 25th, 1885

Messrs. Dillon & Swayne,
Counsellors-at-Law,
165 Broadway, New York.
Gentlemen,--In the suit of the Bankers' & Merchants' Telegraph, &c.
Very respectfully yours,
Robt. G. Ingersoll.

(5)

Cincinnati, O., March 25th, 1885.

Messrs. Carter & Carter,
Granville, Licking Co., O.
Referring to your favor of the 25th ult., &c.
Respectfully,
Wm. Glenn & Son.

(6)

Providence, R. I., June 9th, 1886.

Rev. Henry A. Delano,
S. Norwalk, Conn.
Dear Sir:

We greatly desire your presence at the Prohibition Convention, &c.

Fraternally yours,
F. H. Cromwell,
J. Norris Mallonee,
Committee.

CIRCULAR NO. 670.--JOINT EXECUTIVE COMMITTEE.

TRUNK LINE COMMISSION,

346 Broadway, New York, Dec. 27, 1884.

CHANGES IN, ADDITIONS TO, AND ERASURES

FROM WEST-BOUND CLASSIFICATION.

The Eastern Trunk Lines have agreed to the following changes in, additions to and erasures from Classification of West-bound Freight, to take effect Thursday, January 1, 1885.

CHANGES.

The Present Classification is:		Changed to Read:	
Furs, Pelts or Skins, N.O.S.,	2 t 1	Furs, Robes, Pelts or Skins, N. O. S.....	2 t 1
Skins, sheep or goat, compressed	2)	Skins, goat, compressed.	1
Skins, sheep or goat. N. O. S.,	1)	Skins, sheep, compressed,	2
		Skins, sheep, N. O. S.,	1
Vinegar (same as liquids),		Vinegar, in wood, O.R. leakage	4
Oranges, C.L., actual weight, O.R., freight charges guaranteed, ...	2	Oranges, C. L., O. R., freight charges guaranteed, ...	2
Lemons, C. L., actual weight, O. R., freight charges guaranteed, ...	2	Lemons, C. L., O. R., freight charges guaranteed, ...	2
Mills, coffee, grocers' or drugs or bark, ...	2	Mills, coffee, grocers' drugs or bark, ...	2
Telegraph Pins in boxes, ...	2)	Telegraph Pins in open boxes or crates, bbls. or hhds., ...	4
Telegraph Pins in bbls. or hhds.,	4)		

ADDITIONS.

Shellac, bleached, in bbls.	4
Beams of Warp, O. R., ...	1
Fire Extinguisher Hand Grenades, boxed, O. R. breakage,	1
Oil, Petroleum and its products, Kerosene, Benzine, Naptha, Gasoline, Astral Oil, etc.; Camphene and Burning Fluids, in cans, boxed, C. L., O. R., ...	4
Feldspar, ...	4
Buggy and Carriage Gears, boxed or crated, ...	1 1-2 t 1
Oysters, pickled, in glass, ...	1 1-2 t 1
Robes, N. O. S., ...	See Furs.
Skins or Pelts, N. O. S., ...	2 t 1
Fur Goods, ...	2 t 1
Hassocks, ...	1

ERASURES.

Oysters, in glass, ...	1
Oysters, pickled, in kegs.	2

ACTUAL WEIGHTS ON ORANGES AND LEMONS.

It was also agreed that no shipments of Oranges or Lemons are to be billed at estimated weights, but all must be weighed. Actual weights will be charged on all L. C. L. shipments, and on car-loads when in excess of 20,000 lbs.

C. W. Bullen,
Secretary.

Albert Fink,
Commissioner.

CIRCULAR NO. 706--JOINT EXECUTIVE COMMITTEE.

OFFICE OF THE CHAIRMAN,

348 Broadway, N. Y., July 6, 1885.

RESTORATION OF EAST-BOUND RATES.

At a meeting of the Committee of Eighteen, held at Niagra Falls July 2nd, it was agreed that the East-bound tariff of April 6th should be restored on and after July 13th, 1885, except that the rate on Eleventh class shall be on the basis of thirty cents, Chicago to New York. Taking effect July 13th, the rates on the several classes will therefore be as follows, in cents per 100 lbs.

CHICAGO TO NEW YORK.												
Classes.										11 or Lumber.	12 or Provision.	13 or Grain.
1	2	3	4	5	6	7	8	9	10			
100	85	70	60	50	45	40	35	30	25			

Pig Lead, C. L., ...20.

Spelter, in slabs or pigs, C. L., ...20.

Bullion, Base, C. L., ...
Ore, Silver, Lead, Antimony or Copper and Calamine, C. L., ...
Copper Matte, Ingots, Cakes, Slabs of Pigs, C. L., ...
Copper Residue, C. L., ... } Value not to exceed $100. per net ton, to be limited by written release, ...20.

Staves, Stave Bolts, Headings, Shooks, Hoop Poles, Hoops, C. L., ...25.

Rough Stone, Pipe, Sewer or Cement, and Drain, Tile, O. R., } C.L., actual weight and minimum weight 24,000 lbs.25.

The rates on unmanufactured Tobacco and Tobacco stems, in hogsheads and cases, will be as shown in Joint Executive Committee Circular, No. 682.

N. Guilford,
Vice Chairman.

C. W. Bullen,
Secretary.

New York, 144 Pearl St., July 23, 1885.

Mr. B. W. Law,

Havana, Cuba.

Acknowledging receipt of yours of 16th inst., I hand you duplicate of mine of 18th, confirmed.

BARK HAVANA. Cleared last Saturday and sailed Sunday morning. We could not employ either Capts. Brant or Drummond; were obliged to take Capt. Myers, who used to command the Brig "Havana." Her freight list amounts to $3,166 Spanish Gold.

WATTS, PARKER & CO. I enclose you their bill for sundries, amounting to $77.99, shipped by them for your account on board the Bark "Havana.

BARK ANTONIA SALA. Finished unloading Tuesday 21st inst., thence to Elizabethport same day. She is taking 200 tons of Coal for Sabates and 100 tons for you. Duran & Co. have ordered 150 M feet of Lumber for shipment in this vessel, so we shall have a full cargo and get to sea early part of next week.

BARK JOHN L. HASBROUCK. We have advices from Bermuda, dated 14th inst., that this vessel began loading on the 14th and that she would complete her cargo early part of this week. I will send you a copy of Mr. Richardson's letter.

MURIATIC ACID. Note your request. We will ship you 100 carboys by the "Antonia Sala."

SPARS. I enclose you herewith Invoice of one White Pine Spar, shipped per Bark "Havana." Please credit me with $42.50.

EXCHANGE. I have the pleasure to acknowledge receipt of the following remittances:

On Messrs. Perkins & Welsh, 3 drafts,	$4100.00
On Messrs. Almirall & Co., 3 drafts,	2000.00
Total,	$6100.00

Yours truly,

W. D. Munson.

82. JOINT EXECUTIVE COMMITTEE.

Baltimore & Ohio R. R.	C., I., St. L. & Chi. Ry.	Lake Erie & West. Ry.	Ohio & Mississippi Ry.
Boston & Albany R. R.	Cl., Col., Cin. & Ind. Ry.	Lake Shore & M. S. Ry.	Pennsylvania Co.
Boston, H. T. & W. R. R.	Detroit, G. H. & Mil. Ry.	L'ville, N. Alb'y & C. Ry.	Pennsylvania R. R.
Buff., N. Y. & Phila. Ry.	Det., Lan., & Nor. R. R.	Marietta & Cinn. R. R.	Peoria, Dec. & Evans Ry.
Canada Southern Ry.	Evans. & Ter. Haute R.R.	Michigan Cent. R. R.	Phil., Wil. & Balto. R.R.
Central Vermont R. R.	Fitchburg R. R.	N. Y. & New Eng. R. R.	Pitts., Cin. & St. L. Ry.
Chicago & Alton R. R.	Gd. Rapids & Ind. R.R.	N. Y. C. & H. R. R. R.	Troy & Boston R. R.
Chic. & Gd. Trunk Ry.	Grand Trunk Ry.	N. Y., L. E. & W. R. R.	Vandalia Line.
Chic., Bur. & Quincy R.R.	Ind. & St. Louis R. R.	N. Y., N. H. & H. R. R.	Wabash, St. L. & Pac. Ry.
Cin., Ham. & Day. R. R.	Ind., Bloom. & W. R.R.	N. Y., Penn. & Ohio R.R.	

Office of the Chairman, 346 Broadway.

NEW YORK, November 13th, 1883.

E. J. Richards, A. G. P. A., New York.
Jno. N. Abbott, G. P. A., New York.
J. R. Wood, G. P. A., Philadelphia.
C. K. Lord, G. P. A., Baltimore.

(For brace use [ )] parenthesis.)

Gentlemen:

Under the rules of the committee requiring the discontinuance of tickets on which rates are found to be cut and commissions paid, it becomes my duty to request the withdrawal of tickets of the following classes and routes respectively :—

FIRST. All second-class tickets reading by way of Chicago and the Chicago & Alton, Chicago, Rock Island & Pacific, Chicago, Burlington & Quincy, Chicago & Northwestern, Chicago, Milwaukee & St. Paul and the Wabash, St. Louis & Pacific railroads to points on the Missouri River.

SECOND. All tickets of first and second classes reading by way of Chicago and Kansas City to Leavenworth, Atchison, St. Joseph and points north thereof.

THIRD. All tickets to Council Bluffs and Omaha of first and second classes reading by way of Chicago, and the Chicago, Rock Island & Pacific Railroad.

FOURTH. All tickets of first and second classes by way of the Pennsylvania Railroad and the Chicago, Milwaukee & St. Paul Railway to Council Bluffs and Omaha.

FIFTH. All tickets reading by way of the Baltimore & Ohio and the Chicago, Milwaukee & St. Paul railroads to Council Bluffs and Omaha.

All the above tickets to be withdrawn from all offices in New York, Brooklyn, Jersey City and Hoboken, on and after November 15, 1883, and until further notice.

SIXTH. All tickets of first and second classes referred to in my advices to you of October 11th, 1883, will be withdrawn from the depot offices at that time excepted.

You will also withdraw all baggage checks by the routes and to the points indicated in these notices for the withdrawal of tickets, except at Castle Garden, where checks will only be used for emigrant baggage.

Respectfully,

S. F. PIERSON,
Vice-Chairman.

Approved :
ALBERT FINK,
Chairman.

83. New York, August 1st, 1883.

W. H. Powers, Esq.,
Pasgr. Agt. W., St. L. & P. R. R.,
Toledo, O.

Dear Sir,—The efforts of this committee looking to reform in the methods of conducting passenger business have been to a certain extent unfavorably affected, and in some cases neutralized by the action of roads beyond the territory traversed by their lines, who continue to pay large sums in commissions to agents and ticket brokers in the east, whereby the proper distribution of the business between our own companies is threatened.

The time has arrived when, on account of the peculiar geographical aspects of the territory traversed by these lines, it is impossible for them to carry out the reform they have attempted, with justice to each other, so long as the lines in the west and south beyond the territory referred to continue to pursue their present methods.

The committee believe that connecting lines are anxious to be relieved of the expense attaching to a condition of war, whether carried on under the forms of war or peace. They have made a strong effort to stop the payment of commissions at differential fare points in the east; they object decidedly to other lines continuing a practice which tends to render their efforts abortive, and they urgently request that you refrain from the payment of commissions at those points. They will highly appreciate your support and co-operation.

Enclosed herewith please find copy of resolutions and rules of the committee. Will you kindly acknowledge receipt, and advise the committee whether your company will comply with their wishes in this regard? Yours truly,

S. F. PIERSON,
Vice-Chairman.

New York, August 31st, 1883.

84. STATISTICS OF BUSINESS TICKETED WESTWARD FROM BUFFALO.

C. H. Carpenter, Esq.,
Gen'l Pasgr. Agt. G. T. Ry.

Dear Sir:

Carrying out the terms of the resolution passed at the conference in Buffalo on the 14th inst., I send to-day a supply of blanks (Passenger Form No. 23), that you may have the proper officer of your road advised to prepare the necessary reports of the sales of all tickets at Buffalo, by months, from April 1st of this year; and to continue such reports regularly until futher notice.

The blanks and accompanying map are sufficiently definite, I think, to show exactly what is required; but should any doubtful point arise during the progress of compilation, I will be pleased to add any further explanation desired.

As it is important to all the parties interested to have the statistics available at the earliest possible date to enable the chairman to advise regarding differential fares from Buffalo, kindly use your best endeavors to expedite the work, and oblige,

Yours truly,

S. F. PIERSON,
Vice-Chairman.

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85. OFFICE OF THE COMMISSIONER OF THE TRUNK LINES,
346 BROADWAY, NEW YORK, JUNE 2d, 1882.

To—
W. B. Shattuc, Esq., G. P. A. O. & M. Ry.
A. J. Smith, Esq., G. P. A. } C. C. C. & I. Ry. } I. & St. L. R. R.
H. C. Townsend, Esq., G. P. A. W. St. L. & P. Ry.
Perceval Lowell, Esq., G. P. A. C. B. & Q. Ry.
F. Chandler, Esq., G. P. A. Mo. Pac. Ry.
T. P. Barry, Esq., G. P. A. M. & C. R. R.
W. P. Johnson, Esq., G. P. A. L. S. & M. S.
G. W. Smith, Esq., G. P. A. L. E. & W. Ry.
A. E. Clark, Esq., G. P. A. N. Y. P. & O. R. R.
J. M. Chesbrough, Esq., G. P. A. Vandaline Line.
Jas. Charlton, Esq., G. P. A. C. & A. R. R.
E. St. John, Esq., G. P. A. C. R. I. & P. Ry.
S. K. Hooper, Esq., G. P. A. H. & St. J. R. R.
E. A. Ford, Esq., G. P. A. P. C. & St. L. Ry.
W. H. Hurlburt, Esq., G. P. A. Can. So. Ry.
W. H. Dixon, Esq., Secretary, etc.

Gentlemen,—Several connections of the Trunk Lines having complained that the fares from the seaboard to the Missouri River points via Chicago (based on the "war rates" between Chicago and the Missouri River), are less than via other routes, and asked the Trunk Lines to equalize the through rates, it is now proposed to do this by selling limited tickets from seaboard to Missouri River points by all routes at full limited tariff rates, and to issue close limit rebate orders, redeemable at terminal offices, Missouri River; for example—we would sell at $32.40, New York to Kansas City *via* all routes with rebate draft, for $7.40, with the understanding that the Trunk Lines will report regular proportions of $32.40 through to Kansas City, and the lines beyond the Trunk Lines shall arrange with the Missouri River terminal lines to stand their pro-rata share of the amount of our rebate orders redeemed by them from passengers.

This seems to us to be the only way in which we can consistently meet the wishes of our connections. Does it meet with your approval?

Please transmit your reply direct to Mr. R. T. Brydon, Secretary, 346 Broadway, New York, and the subject will be taken up at an early meeting.

Very truly,
C. B. MEEKER, G. P. A. N. Y. C. & H. R. R.
J. N. ABBOTT, G. P. A. N. Y., L. E. & W. R. R.
J. R. WOOD, G. P. A. Pennsylvania R. R.
C. K. LORD, G. P. A. Balt. & Ohio R. R.

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86. NEW YORK, September 9, 1882.

P. S. Eustis, Esq.,
Gen. Pass. Agt. B. & M. R. R.,
Omaha, Neb.

Dear Sir,—The Trunk Lines will revise their Emigrant Tariffs to take effect November 1, 1882.

It is requested that you will, before October 1st prox., communicate to each of the General Passenger Agents of the Trunk Lines, any changes in such fares that you may desire to appear in the revised issues.

Very truly,

R. T. BRYDON,
Secretary.

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87. NEW YORK, December 22, 1882.

TO OCEAN STEAMSHIP COMPANIES :

Referring to the accompanying notice to Emigrant Booking Agents (Miscellaneous Circular No. 269), and in order that we may have similarly a complete list of the outstanding orders issued by Steamship Lines, we have to request that a statement be prepared by your Company and furnished to us, early in January, of outstanding orders, both prepaid and European, issued previous to January 1, 1883.

The following information should be embraced in your statement: The date and number of each order; in whose favor drawn; destination; number of passengers; rate and amount of fare.

In this connection will you please advise us whether it will be possible for you to furnish similar statements monthly thereafter? Such statements would greatly facilitate the transaction of business in case of change of fares or rate of commission, and enable us to deal with questions arising from such changes more intelligently, and, it is believed, more advantageously to all parties.

Please answer this communication, and send statements to Mr. Albert Fink, Commissioner.

Respectfully yours,

C. B. MEEKER,
G. P. A. N. Y. C. & H. R. R.
J. N. ABBOTT,
G. P. A. N. Y. L. E. & W. R. R.
J. R. WOOD,
G. P. A. Pennsylvania R. R.
C. K. LORD,
G. P. A. Balt. & Ohio R. R.

R. T. BRYDON,
Secretary.

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88. NEW YORK, March 6, 1886.

Mr. B. W. Law,
Havana, Cuba.

Yours of 27th ult. was received yesterday.

HAVANA. We shall expect her latter part of next week. Noted you will order 12,000 cases of oil. We have plenty of lumber engaged for her outward. Will try and give her quick dispatch, weather permitting.

CRUDE PETROLEUM. Your cablegram of 4th inst. was duly received, authorizing me to ship 500 bbls. per "Cacouna." It is already on board and the steamer will probably sail to-day. We cannot send Invoice by this mail, but will do so as soon as possible.

ANTONIA SALA. She will finish loading to-day. Shall clear her, if possible, so as to sail to-morrow. Her lumber is for Santa Maria.

We have had new tubes put in the boiler this voyage so that she will have no more trouble for two or three years to come from leaky tubes.

By the negligence of Captain Johnson, during this cold weather, the frost has cost us considerable damage, namely: The bursting of one steam pump and the steam chest of the hoisting engine. I hope this experience will teach the Captain how to avoid a repetition. I do not know as yet how heavy the damages are.

SULPHURIC ACID. I am pleased to learn that the Bergen Point manufactory gives good results. Noted that you desire 200 carboys of same kind. Perhaps Morgan will furnish same quality at their price rather than lose our trade.

GAS COMPANY. You are fortunate in securing another customer for tar mixture at Santiago de Cuba. There is another Gas Co. at Trinidad; perhaps you can persuade them to use it also. The regular gas company might be persuaded to use it to a certain extent. I am pleased with your enterprise in this matter, and wish you success.

WATKINS' CODE. I hand you herewith a small code relative to outward cargo. It is a copy of one I am sending Place by this mail. Possibly I may need it in cabling to you. I remain,

Your sincere friend,

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89. NEW YORK, Dec. 10, 1885.

W. D. Munson, Esq.,
144 Pearl St., City.

Dear Sir:

Inclosed please find Invoice and B. L. of goods shipped Mr. James H. Canfield on the 8th inst. Also find directions for applying, which please forward Mr. Canfield, as we have not his P. O. address. Not being acquainted with Mr. Canfield or his commercial standing we have charged the shipment to you, in pursuance of instructions given us by your representative.

Yours truly,

W. H. STEWART.
Per H.

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90. NEW YORK, Dec. 3, 1885.

Mr. Raymond Frazer,
Havana, Cuba.

Without any of your favors unanswered I inclose you the following:

Duplicate of mine 28th ult. confirmed.

Duplicate account sales of carboys ex bark "Havana."

Please find herewith account sales of empty barrels ex "Antonia Sala," "Havana," and "Doris Eckoff," showing net proceeds $996.55, with which I have credited you on account.

ACCOUNT CURRENT. I inclose you detailed statement of account from February 18th to October 31st, showing balance in your favor of $1,842.11. Will you please examine the same carefully and let me know if you find any errors therein.

Very truly yours,

CIRCULAR NO. 664.—JOINT EXEC. COMMITTEE.

Trunk Line Commission, 346 Broadway,

NEW YORK, Dec. 1st, 1884.

91. BASIS OF

WEST-BOUND RATES TO SENECA, ILL.

The Joint Executive Committee having established the basis of rates from Seneca, Ill., according to short line mileage, at 108 per cent of the Chicago rate, the same percentage basis will be used for rates on west-bound traffic to Seneca, taking effect immediately.

ALBERT FINK,
Commissioner.

C. W. BULLEN,
Secretary.

CORRECTED.

CIRCULAR NO. 667.—JOINT EXECUTIVE COMMITTEE.

Office of the Chairman, 346 Broadway,

NEW YORK, December 12th, 1884.

92. RATES ON LUMBER AND TENTH CLASS.

At a meeting of the Standing Committee of the Joint Executive Committee, held on the 11th inst., the report of the Special Committee on lumber rates, appointed at the last meeting of the Joint Executive Committee, was under consideration.

The special rates on Saginaw Valley Lumber named in Circular No. 646, were abrogated ; and it was agreed that, taking effect at once, and continuing in force until March 31, 1885, the Rates on Lumber and Tenth Class shall be on the basis of 32 cents per 100 lbs. Chicago to New York ; and that the rates to Boston shall be the following differences above the rates to New York :

From Detroit and points taking Detroit rates, and from Lake ports east thereof, 3 cts. per 100 lbs.
From Chicago and all other points, 5 " " " "

ALBERT FINK,
Chairman.

C. W. BULLEN,
Secretary.

CIRCULAR No. 668.—JOINT EXEC. COMMITTEE.

Office of the Chairman, 346 Broadway.

NEW YORK, December 15th, 1884.

93. BASIS OF RATES ON DRESSED BEEF.

A question having arisen as to the proper basis for the rates on dressed beef between other points than Chicago and New York, the standing committee have decided that under the Arbitrator's decision, the rate on dressed beef between any two points shall be 75 per cent greater than the rate on cattle between the same points.

For example:

The rate on cattle from Chicago to Philadelphia being 38 cents, the rate on dressed beef, Chicago to Philadelphia, will be 38 x 1.75, or 66.5 cents, instead of 2 cents less than the rate on dressed beef Chicago to New York.

Again, the rate on cattle from Indianapolis to Albany being 29 cents, the dressed beef rate between the same points will be 29 x 1.75, or 50½ cents.

CIRCULAR No. 680.—JOINT EXECUTIVE COMMITTEE.

Office of the Chairman, 346 Broadway,

NEW YORK, March 10th, 1885.

94. REDUCTION IN EAST-BOUND RATES.

The Michigan Central Company, having requested that reduction of tariff be officially announced, on the ground that the twenty-five cent basis on grain is not maintained at Chicago, and that the local committees at various important centres have openly reduced their tariffs below that basis:

Notice is hereby given that, taking effect this date, the tariff rate o the following articles in eighth-class, viz.: grain, flour, feed, bran, meal middlings, oil cake and meal; also cotton seed cake and meal, will be on basis of twenty cents Chicago to New York. The present basis of twenty-five cents will continue in force on all other articles in eighth-class.

The rate on provisions will be on the basis of twenty-five cents Chicago to New York, and the present basis of thirty cents will remain in force upon all other articles in seventh-class, and upon live hogs.

CIRCULAR No. 679.—JOINT EXECUTIVE COMMITTEE.

Trunk Line Commission, 346 Broadway,

NEW YORK, March 6, 1885.

95. WITHDRAWAL OF THROUGH RATES ON PACIFIC COAST TRAFFIC.

Taking effect immediately all through rates from the Atlantic seaboard to Pacific coast points are hereby withdrawn.

Traffic destined to those points will hereafter be rated at the established west-bound tariff rates to Chicago or Mississippi River points, and governed by Trunk Line classification.

CIRCULAR No. 676.—JOINT EXECUTIVE COMMITTEE.
Trunk Line Commission, 346 Broadway,
NEW YORK, January 23d, 1885.

96. REDUCTION IN WEST-BOUND RATES.

At a meeting of the Trunk Line Executive Committee held this day, it was decided that, in order to meet the action of some of the roads in making time contracts on west-bound traffic, the west-bound rates should be reduced to the following basis, taking effect Monday, January 26th, 1885. †

New York to Chicago.					
Class.	1	2	3	4	Special.
Cts. per 100 lbs.	50	40	30	25	18

† Use the hyphen to make the horizontal lines, and the colon for the perpendicular lines.

CIRCULAR No. 675.—JOINT EXECUTIVE COMMITTEE.
Office of the Chairman, 346 Broadway,
97. NEW YORK, January 19, 1885.

RATES ON EXPORT HIGH WINES, ETC., IN CAR-LOADS.

The following recommendation of the East-bound Classification Committee, regarding the rates on export high wines, etc., having been approved by the Standing Committee, will take effect Wednesday, January 21, 1885:

That the rates on high wines or alcohol, for export, valuation $10 per barrel, car-loads, minimum weight 30,000 lbs. per car, O. R. leakage, be made on the basis of thirty (30) cents per 100 lbs., Chicago to New York.

The foregoing does not apply on shipments of export whiskey or native wines.

CIRCULAR No. 674.—JOINT EXECUTIVE COMMITTEE.
Trunk Line Commission, 346 Broadway,
98. NEW YORK, January 7, 1885.

AGREEMENT REGARDING PACIFIC COAST TRAFFIC.

Notice is hereby given that the following agreement regarding rates on Pacific Coast traffic has been made:

That, taking effect January 8th, 1885, the following through rates shall apply on all traffic to Pacific Coast points from New York,

Boston, Philadelphia, and Baltimore, and points common therewith:

Classes.	1st.	2d	3d.	4th.	5th.	6th.	7th.	8th.	9th.	10th.
	$5.00	$4.00	$3.00	$2.75	$2.50	$2.25	$2.00	$1.75	$1.50	$1.25

Trans-Continental Association Classification No. 1, taking effect January 1, 1885, to govern.

That the system of special contracts will be discontinued after December 31, 1884, and all shipments shall be billed in accordance with the tariff.

It was also agreed that the Sunset Route shall not take shipments from any interior point west of New York, Philadelphia, and Baltimore, nor from New Jersey or Hudson River points.

CIRCULAR NO. 673.—JOINT EXEC. COMMITTEE.

Trunk Line Commission, 346 Broadway,

99. NEW YORK, Jan. 3, 1885.

CHANGES IN WEST-BOUND CLASSIFICATION.

The Eastern Trunk Lines have agreed to the following changes in the classification of west-bound freight, to take effect Monday, January 5, 1885:

CHANGES.

CLASSIFICATION NOW READS:		CHANGED TO READ:	
Iron Nuts, Bolts, Washers, Rivets, Staples, and Hinges, in boxes...	3	Iron Nuts, Bolts, Washers, Rivets, Staples, Hinges, and Screws, in boxes	3
Iron Nuts, Bolts, Washers, Rivets, Staples, and Hinges, in kegs, barrels, or casks.....	4	Iron Nuts, Bolts, Washers, Rivets, Staples, Hinges, and Screws, in kegs, bbls., or casks.....	4
Screws, wood..	2	Screws, N. O. S....	2
Beds, spring, set up..... ...	2 to 1	Beds, spring, set up, folded or rolled,	2 to 1

CIRCULAR NO. 624.—JOINT EXECUTIVE COMMITTEE.

Trunk Line Commiss.on, 346 Broadway,

100. NEW YORK, July 2, 1884.

B. P. Humphrey,

C. & A. Ry., Kansas City, Mo.

Dear Sir,—We are this day in receipt of Special Joint Circular of Iowa roads, giving notice that in consequence of legal restrictions which have been placed upon the shipment of intoxicating liquors consigned to points in the state of Iowa, their agents will not receive any intoxicating liquors (including alcohol, ale, wine, beer, spirituous, vinous, and malt liquors), for transportation from any point, either within or without the state, to any point within its limits, unless there is delivered to such agent, at the time such liquors are received, a certificate signed by the auditor of the county in which the point of destination is located, showing that the consignee has authority, by the

grant of the Board of Supervisors, to sell intoxicating liquors in such county. The law does not prohibit transportation of such liquors through the state, or from points within to points without the state.

The foregoing notice takes effect immediately.

CIRCULAR No. 677.—JOINT EXECUTIVE COMMITTEE.

Trunk Line Commission, 346 Broadway,

101. NEW YORK, January 31, 1885.

BASIS OF WEST-BOUND RATES TO POINTS ON W. & L. E. AND C. & M. RAILROADS.

Referring to Joint Executive Circular, No. 475, "Basis of West-Bound Rates to Sundry Western Points," issued April 11, 1883:

Notice has been received from Mr. A. G. Blair, G. F. A., Wheeling & Lake Erie and Cleveland & Marietta Railroads, that, on and after February 1st, 1885, those roads will require their local tariff rates from junction points to the following local stations on west-bound traffic:

WHEELING & LAKE ERIE R. R.	CLEVELAND & MARIETTA R. R.
Manhattan Junction,	Yorktown,
Baileys,	Black Band,
Wardens,	Phillipsburg,
Curtice,	Wolfs,
Williston,	Post Boy,
Trowbridge,	Guernsey,
Limestone,	Kimbolton,
Kingsway,	Millers,
Hartland,	Oldhams,
Clarksfield,	Nicholsons,
Brighton,	Byesville,
Spencer	Point Pleasant,
Lodi,	Glenwood,
Smithville,	Ava,
Burton City,	Hiramsburg,
Dalton,	Belle Valley,
Sippo,	Dudley,
Bolivar,	South Olive,
New Cumberland,	Dexter,
Friese.	Macksburg.

CIRCULAR No. 687.—JOINT EXECUTIVE COMMITTEE.

Office of the Chairman, 346 Broadway,

102. NEW YORK, March 20, 1885.

REDUCTION OF RATES ON LIVE HOGS.

At a meeting of the Standing Committee, held this day, it was agreed that, in accordance with the former practice, the rates on live hogs

shall be the same as on provisions, viz. : On the basis of twenty-five cents per 100 lbs. Chicago to New York. The rates on live hogs to Boston will be the same as to New York.

CIRCULAR No. 686.—JOINT EXECUTIVE COMMITTEE.

Office of the Chairman, 346 Broadway,

103. NEW YORK, March 18, 1885.

RATES ON BULLION, ORE, ETC., GOOD FOR CALENDAR YEAR.

By agreement of the Standing Committee of the Joint Executive Committee, the present basis of rates on the articles named below, viz., 20 cents per 100 lbs., Chicago to New York, may be guaranteed for the calendar year ending December 31, 1885 :

Pig Lead, C. L. Bullion, Base, C. L. Ore, Silver, Lead, Antimony, or Copper and Calamine, C. L. Copper Matte, Ingots, Cakes, Slabs, or Pigs, C. L. Copper Residue, C. L.	Value not to exceed $100 per net ton, to be limited by written Release.

CIRCULAR No. 652.—JOINT EXECUTIVE COMMITTEE.

Office of the Chairman, 346 Broadway,

104. NEW YORK, November 7th, 1884.

RATES ON STAVES, HEADING, ETC.

At a meeting of the Standing Committee, the former action of that Committee, approving the recommendation of the Classification Committee, that the east-bound rates on staves, heading, etc., be made the same as rates on 10th class, was reconsidered ; and, it was agreed that from November 11th, 1884, to March 31st, 1885, inclusive, the rates on these articles should be on the following basis :

Chicago to New York.		Cents per 100 lbs.
Staves, Stave Bolts, Heading, Shooks, Hoop Poles, Hoops.	C. L.....	30

The above guaranty of time does not apply to points in New England taking Boston rates.

CIRCULAR NO. 611.—JOINT EXEC. COMMITTEE.
Trunk Line Commission, 346 Broadway,
105. NEW YORK, May 16, 1884.

RATES ON EXHIBITS.

Application for some concession in rates on exhibits having been received from the Southern Exposition, to be held in Louisville, from August 16, 1884, until October 25, 1884,

It is hereby announced, that on all Exhibits forwarded to this Exposition full tariff rates shall be charged; but that such Exhibits, if unsold, and reshipped within thirty (30) days after the close of the Exposition, will be returned free by the roads, members of the Joint Executive Committee, who carried the same, upon presentation of a certificate, signed by the proper officers of the Exposition, to the effect that the shipments are unsold Exhibits, which have paid full tariff rates one way, such certificate to be attached to the manifest of each shipment.

CIRCULAR NO. 649.—JOINT EXECUTIVE COMMITTEE.
Office of the Chairman, 346 Broadway,
106. NEW YORK, October 24, 1884.

RATES ON PIPE, SEWER OR CEMENT, AND DRAIN TILE.

The following rate will be in effect from November 1, 1884, to March 31, 1885, inclusive:

Chicago to New York.	Cents per 100 lbs.
On Pipe, Sewer or Cement, and Drain Tile, O. R., C. L., actual weight and minimum weight 24,000 lbs.,	30

The above guaranty of time does not apply to points in New England taking Boston rates.

CIRCULAR NO. 693.—JOINT EXECUTIVE COMMITTEE.
Trunk Line Commission, 346 Broadway,
107. NEW YORK, April 9, 1885.

We are this day in receipt of Joint Circular from

Atchison, Topeka & Santa Fe R. R., Union Pacific Ry.,
The Missouri Pacific Ry., Southern Kansas Ry,
Kansas City, Fort Scott & Gulf R. R., St. Louis, Ft. Scott & Wichita R. R.,
St. Joseph & Western R. R., St. Louis & San Francisco Ry.,
Burlington & Missouri R. R., in Nebraska,

giving notice that, in consequence of legal restrictions which have been placed upon the shipment of intoxicating liquors consigned to points in the STATE OF KANSAS, they will not receive at any station either in the State of Kansas or any other state, any wine beer, or intoxi-

cating liquors of any kind, for transportation to any point in the State of Kansas, except under the following conditions, taking effect April 1st, 1885:

1. All consignments must be to a party having a permit to sell liquors as provided by the law, or to individuals for their own use.

2. All freight charges must be prepaid through to destination.

3. The shippers to assume all risk of damage or loss by reason of delay or non-delivery in consequence of said law. This condition must be inserted in all bills of lading or receipts to connecting lines.

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108. STEUBENVILLE, O., June 15th, 1885.

Messrs. Wheeler & Wilson,
Fourth St., Philadelphia, Pa.

Gentlemen,—Mr. Smith, a gentleman, who is, I believe, well known to you, has frequently spoken to me of your house of business in terms of great praise, and has strongly recommended me to make a trial of your goods.

On this recommendation, I enclose you a list of goods which I at present require, and will thank you to indicate the prices against the various articles enumerated. If, on the receipt of your answer, I find the quotations reasonable, I shall do myself the pleasure of transmitting you an order.

Be good enough to let me know at the same time what are your terms of payment, together with any other particulars which you consider is desirable for me to be informed of.

Awaiting an early reply, I remain,

Yours respectfully,

GEORGE H. FRANCIS.

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109. PHILADELPHIA, PA., June 16th, 1885.

George H. Francis, Esq.,
Steubenville, Ohio.

Dear Sir,—In reply to your favor of the 15th inst., we beg to reënclose (with prices annexed) the list you sent us. These prices you will, we are certain, find most reasonable, and we guarantee at the same time the excellent quality of the goods. Should you favor us with your orders, we flatter ourselves that you will be enabled to confirm by experience the favorable opinion which our friend, Mr. Smith, has been good enough to express of our merchandise.

With regard to payment, our terms are 5 per cent discount for cash, or a bill at three months, and you are at liberty to choose the mode of settlement which best suits you.

Trusting that we shall be favored with your orders, we remain,

Yours, very truly,

WHEELER & WILSON.

110. STEUBENVILLE, O., June 20th, 1885.

Messrs. Wheeler & Wilson,
Fourth St., Philadelphia, Pa.

Gentlemen,—In reply to your letter of the 16th, I beg to say that I am satisfied with the list of prices sent, and also with the terms of payment mentioned by you. Please forward, as soon as possible, the articles detailed in the enclosed list; and if, as I doubt not, the goods come up to my expectations I hope to have the pleasure of extending my relations with your house.

Our friend, Mr. Smith, whom I have already mentioned, will cheerfully afford you every information you may desire to have respecting me; and, should you require additional references, I can forward you the names of two or three Philadelphia houses where my account has been open for some years.

I will duly notify you upon receipt of the goods, and you may then draw upon me for the amount, at three months, agreeable to your terms. Yours, truly,

GEORGE H. FRANCIS.

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111. PHILADELPHIA, PA., June 22d, 1885.

George H. Francis, Esq.,
Steubenville, Chio.

Dear Sir,—We herewith enclose you invoice of the articles ordered by your favor of the 20th inst. The goods have been forwarded to your address, per rail, this day.

The greatest care has been exercised in the selection of the goods, and I trust that you will be pleased with them in every respect.

The terms in which Mr. Smith has spoken of you are perfectly satisfactory, and we need no further references.

Thanking you for the confidence which you have placed in us, and assuring you that we shall be most happy to receive a continuance of your favors, we remain,

Yours faithfully,

WHEELER & WILSON.

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112. FT. WAYNE, IND., July 6th, 1885.

W. W. Ralston, Esq.,
Evansville, Ind.

Dear Sir,—We are in receipt of your favor of the 1st inst., enclosing order for goods, in respect to which we beg to remind you that you have omitted to furnish us with references, and that you make no mention of the mode in which you propose to pay for the goods.

We need scarcely remind you that it is customary in all cases of a first order being given to furnish satisfactory references or to forward

cash; and as we have not hitherto had the pleasure of transacting business with you, and have, indeed, no knowledge of you, we must request that you furnish us with the names of some two or three respectable firms with whom you are in the habit of doing business, or to express your willingness to pay ready money for the goods ordered on receipt of invoice.

Respectfully,

LOCKHART & DOWNS.

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113. KANSAS CITY, MO., July 10, 1885.

Mr. F. H. Sutherland,
Richland, Kansas.

Sir,—In reply to your favor of the 8th inst., we beg respectfully to say that we must decline executing the order you have transmitted us on any other terms than cash.

In arriving at this conclusion we trust you will not think us unnecessarily harsh; but, without entering into particulars, permit us to observe that our means are too limited, and the profits realized by the peculiar class of goods we sell are too small, to admit of our opening accounts in the settlement of which there might be a want of punctuality.

If you think proper to receive our goods on the terms indicated we will select them with due care and forward you the invoice, and on receipt of cash for the same they shall be immediately shipped to you.

Yours respectfully,

E. PERKINS & SON

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114. COVINGTON, KY., Sept. 2d, 1885.

Messrs. Jordan, Marsh & Co.,
135 White St., New York.

Gentlemen,—I have the pleasure of forwarding you an order for satinets as per sample enclosed.

In executing this order I beg you to be particular as regards quality, etc., as I require the goods for a special class of customers.

In the event of your being able to execute the order partially only, or not being able to execute it at all, please advise me to that effect as speedily as possible, so that I may acquaint my correspondents promptly.

Your particular attention to this matter will oblige,

Yours truly,

D. W. FRENCH.

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115. NEW YORK, Sept. 6th, 1885.

Mr. D. W. French,
Covington, Ky.

Dear Sir,—Your favor of the 2d inst. has received our immediate attention, and we are happy to say that we have been able to

execute your order in such manner as we think will give perfect satisfaction.

In order that there should be as little delay as possible, we have forwarded the goods per fast freight, and you will therefore receive it early next week.

Holding ourselves at your further disposal, and assuring you of our desire to attend to your interests, we are, dear sir,

Yours faithfully,

JORDAN, MARSH & CO.

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116. BRIDGEPORT, CONN., Sept. 10, 1885.

Mr. Arthur Bigelow,
Attica, New York.

Dear Sir,—We regret to say that it is out of our power at present to execute your order, received per your favor this day, in the way we would wish. For this class of goods there is just now such a demand that we are unable to procure them fast enough, and, indeed, we have been compelled to disappoint other correspondents besides yourself.

We have, however, done the best we could to fill your order, and shall be in a position in ten days' time to complete it without fail. On receipt of your instructions to that effect we will immediately forward you the goods we have saved out; or, if you prefer it, will retain them until the remaining portion of the order is executed, and forward the whole together.

Regretting our inability to comply with your request in this instance, and assuring you of our utmost endeavors to occasion you as little disappointment as possible, we remain,

Yours very truly,

ANSONIA MFG. CO.
Per Allison.

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117. NEW YORK, Dec. 5th, 1886.

Mr. Chas. G. French,
Dear Sir:

With cordial acknowledgments for past favors, the undersigned respectfully solicits contributions of privately received marine and commercial news.

Our members, representing as they do most of the ocean commerce of the country, are daily receiving from their correspondents a large mass of advanced marine information—arrivals, sailings, charters, clearances, disasters, vessels in port, etc.

The Maritime Exchange, as the chief bureau of marine news in the United States, is naturally the central point where such early intelligence should be collected and classified. Its daily accumulation there will not only benefit the members at large but strengthen the resources

of the association, in which each member is interested. Its subsequent publication will, moreover, prove a boon to the families of the crews.

Blanks to facilitate reports will be gladly sent on application.

By order of the board of directors.

F. W. HOUGHTON,
Superintendent.

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118. PHILADELPHIA, PA., May 11th, 1886.

Henry James & Co.,
Boston, Mass.

Gentlemen,—Your favor of the 9th inst. has been carefully noted. For the information contained therein please accept our thanks.

The statement of the case made by Johnson & Co. is not altogether correct. Their order was received February 1st, and completed on the 21st of the same month. We do not consider the delay unreasonable. They have omitted to state that there were certain items on their bill which were not made by us, and which, at their request, we procured for them; and it was this that caused the delay, as our own goods were in stock and could have been forwarded promptly.

We can not admit any liability whatever for contingent damages, and you will please so state to them. Of course, for the delay in transit we can not be held responsible, the material having been sold them on the basis of Philadelphia price.

Yours truly,

KELLY, MATHERS & CO.

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119. NEW YORK CITY, May 22d, 1886.

Mr. John C. Wilson,
Sec. Johnston Ruffler Co.,
Williamsport, N. Y.

Dear Sir,—We are in receipt of your favor of the 20th inst. You are mistaken in regard to the terms on which the material invoiced March 25th was sold you.

Unless special arrangements are made to the contrary, our terms are invariably cash, thirty days. If you desire, we can allow ninety days: but this will necessitate either a change in our prices or the adding of interest after thirty days at the rate of 6 per cent per annum.

Kindly indicate your wishes.

Yours truly,

JAMES H. FISH & CO.

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120. NEW YORK, Jan. 19, 1886.

P. S. Bedell, Esq.,
Poughkeepsie, N. Y.

Dear Sir,—Policy 992,898, A. S. Ferris, Jr.

Kindly favor us with a plan of the premises insured under this policy

as per indorsement of Jan. 8th. We are unable at present to trace the risk on our map.

GLASS WORKS.—We will accept 1,151,989, Poughkeepsie Glass Works, and have to thank you for the offer.

As to the lines on the works proper, we will decide when we receive a plan, form of policy, and the rate paid.

This in answer to your letter of the 13th sent to the office of the North British & Mercantile Ins. Co. by mistake.

POLICY 1,159,932, George W. Lamb. We are prompted to inquire, after reading the indorsement of Feb. 24th of this policy, if it is not possible to rewrite the same, giving us specific amounts on furniture, billiard table, and bicycle.

Yours truly,

HENRY BOWERS,
Manager.

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121. ST. LOUIS, Nov. 20th, 1885.

Menry Monett, Esq.,
Gen. Pasgr. Agt. N. Y., W. S. & B. Ry.,
Stuart Building, N. Y.

Dear Sir,—I have been so unfortunate as to lose my annual pass issued over your road for the current year. I do not desire it renewed, as I probably will have no use for it; but I fear it may fall into improper hands, and, therefore, notify you that you may give instructions to the proper officers to have it taken up when presented.

Respectfully yours,

E. T. WINSLOW,
President.

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122. LONG BRIDGE, CONN., May 26, 1886.

Mr. Gildersleeve,
Dear Sir:

Yours of the 26th at hand. We regret the mistake. It occurred from the fact that you are about the only customer who has the C. Sense clo. fox. The only thing now to be done is to get out of it as soon and as satisfactorily as we can. There are only 20 prs., and we would suggest that you try to sell them. For our stupidity we will take off 25 cts. from each pair. If your name was not on the top of the shoes we could send them to several places where we have orders, but we think you can work them off.

If you are out of, or likely to be out of, the same size of the other kinds of shoes we supply you with send in an order and we will have them come any time in June you say. You will probably do a large trade the last of that month, so you will run no risk in ordering a reasonable amount. It will give us a chance to get them out and attend to our other orders.

In the meantime, on receipt of this send at once the size you are in

want of, and we will have them cut and made in six days if possible, and will send you a finer shoe than ever. We have just received a piece of cloth superior to that we previously had.

Respectfully,

COOK, LOUNSBURY & CO.

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123. PITTSBURGH, PA., March 6, 1886.

C. M. Young, Esq.,
Agt., Fishkill, N. Y.

Dear Sir,—Your favor of 4th inst. received.

We are sorry to say that we must decline from you the $10,000 on the chair factory at Shandaken, Ulster Co.

Mr. Simpson will be your way soon, and you might talk over matters like this with him.

We have no desire to compete with the Agricultural and American on farm property at 50 cts. for 3 years;—they can have all they want at that rate. Our opinion is that the less the companies take under 1 per cent for 3 years the more money they will make. This Company is a great deal more anxious for profits than for volume of business.

Yours truly,

WALTER MORRIS,
Sec'y.

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124. NEW YORK, March 16, 1886.

Messrs. Roussel & Hicks,
71 Broadway, City.

Gentlemen,—The S. S. "Enchantress," now in Baltimore, reports ready for coal to-morrow, Saturday, 8 A. M.

My agent telegraphs me that Meridith cannot give "Enchantress" berth before Monday. Bad outlook for coal.

This delay means demurrage for me to pay to the steamer. Please do your utmost to make the loss as light as possible.

Yours truly.

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125. CINCINNATI, March 18th, 1886.

Messrs. W. Frothingham & Co.,
Louisville, Ky.

Dear Sirs,—We shall offer to-morrow, March 19, at 4½ net, by case only, our entire stock of Dunnell fancy prints, embracing all the seersuckers, satines, and special styles.

We should be pleased to have your house represented.

Very truly yours.

DONALDSON, BOGARDUS & CO.

126. NEW YORK, November 24th, 1885.

Mr. Walter D. Munson,
144 Pearl St., City.

Dear Sir,—We herewith enclose you a list of discounts and net prices, which we are prepared to allow you at the present time for your orders for export.

It is perhaps unnecessary for us to mention that we are prepared to handle this trade in the most satisfactory manner, and to offer goods at the very lowest prices consistent with uniformity and reliability in every particular.

We are very desirous of securing your business, and would highly appreciate an opportunity to figure with you on special orders. We will bring to bear every facility we enjoy to name you discounts at least a shade lower than you can get elsewhere. If you would like samples, a member of our firm will call upon you with them, and fully explain the merits of our goods.

A call here at our store will convince you of our ability to handle your orders promptly. and supply you with goods that can not fail to render entire satisfaction. Anticipating a conference with you at an early date, we are,

Very truly yours,
NEW YORK RUBBER HOSE & BELTING CO.

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127. NEW YORK, July 13, 1886.

Messrs. Luckey, Platt & Co.,
Poughkeepsie, N. Y.

Gentlemen,—Your favor of yesterday received, but you failed to state size wanted in No. 6,019; and, besides, that style is sold out. We can give you the same style in the following combination:

No. 6,016. Blk. gold vest.
" 6,018. " cream "
" 6,017. Black cord "

Also, have No. 6,015 just like 6,019, only with more aplique, price $36. Would be pleased to receive your orders.

Very respectfully,
GUTWILLIG BROS.

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128. NEW YORK, 144 Pearl St., Feb. 27, 1886.

Mr. Louis V. Placé.
Havana, Cuba.

Since writing you 25th inst. I have no advices from you either by letter or by cable.

CACOUNA.—Wednesday was lost by reason of non-arrival of invoice from Francke & Co. Thursday was a very stormy day and no work could be done discharging bag sugar. Friday morning began to dis-

charge in lighters, expense for account of cargo. Took out about 8 000 bags, and will finish her to-day. We have put on board 35 to 40 tons of bunker coal, and are shipping about 500 barrels of crude petroleum in No. 4 hatch. She is now clearing (5 P. M., Friday), expecting to go to sea to-night. I cabled you 25th inst., as per copy inclosed, asking if you could arrange to load coal in Philadelphia, but as yet have received no response from you. We are informed that the wires are interrupted by the storm. If your reply is unfavorable to loading coal in Philadelphia, we shall then engage the empties, 1,200 to 1,500, under deck at one dollar, and on deck at 90c., free of differential duties Even if your cablegram be unfavorable to the coal, we may send her to Philadelphia for empties, and proceed thence to Baltimore for coal. The expenses, including time and coal, would be about $500.00. The freight on empties would be about $1,200.00. We have ordered the coal at Baltimore to be ready Tuesday next, and of same quality as that shipped last December. We find no empties or other cargo available here for any port on the north side of Cuba. Captain McDonald requested me to give him 225 tons of Bunker coal this voyage.

BARK ANTONIA SALA.—She is being delayed by this storm about two days, but think she will sail middle of next week. Please try to obtain a good sugar freight homeward.

BARK DORIS ECKOFF.—Arrived 25th inst.; begins discharging to-day; will finish Tuesday, and begin loading Wednesday. I have agreed to ship 8,000 to 10,000 cases of crude petroleum. Mr. Booth has engaged balance of her cargo, white pine, for Santa Maria, at $3.50, gold. I think she ought to sail about the 10th of March.

McNEIL, ARCHIBOLD.—This gentleman is trying to secure freight by steamer from Baltimore to Havana, for coal, 1,000 to 1,500 tons; is offering $1.10, gold. I fear that he will charter the Spanish steamer "Triano" for this purpose. I suppose the cargo must be for the regular railroad, and to be discharged in lighters. He agrees to receive 175 tons per day. I am thinking of chartering the "Enchantress" out and back for this purpose, providing your sugar market is encouraging next week.

S. S. ENCHANTRESS.—She is due in Baltimore, and expected daily. S., S. & Y. have authority from her owners to close out and back, $3 50, currency. I shall not charter her without encouragement from you by cable. I presume that your friend Glynn will be short of coal to fill his contract, as he cannot get it there by sail soon enough. Perhaps he will pay us $1.25 per ton outward. If you see any chance to make any money on this vessel please cable me your views.

S. S. BONA VISTA.—This steamer is nearly ready for business. Her owners are very anxious to have me take her for one voyage to Cuba and back. I think they would accept duplicate charter of "Craigendoran," to load either at Philadelphia or Baltimore, my option. They might accept $3.00 to go in ballast. I am not inclined to take her on time charter.

LIQUIDATIONS.—I inclose you herewith liquidation of coal ex "Cacouna," last voyage, showing a profit of $333.15. I have credited you with $64.63. This shows a net profit per ton of nearly 35c., currency. You will notice that I have allowed the steamer freight one dollar, currency, per ton, thus favoring the steamer with a little better rate of freight than if shipped by sail.

S. S. CRAIGENDORAN.—I hand you copy of her charter-party and duplicate bills of lading for coal. I trust you and Mr. Hamel will make every effort possible to discharge her rapidly so we may have no demurrage to pay.

WATKIN'S CODE.—Please make a memoranda on your book similar to one made by myself, on page 876, instead of barrels read "empty molasses casks." We are preparing a code relative to cooperage, similar to sugar freights, page 717, and will have it ready for you by next mail.

HAVANA ICE CO.—I presume that the "Mary Hasbrouck" is with you now. Can you tell me how soon they will need another cargo? Can they wait till the return of the "Cacouna" next voyage? I would like to know what arrangements you are making relative to the weight of coal delivered to them. Did you have those platforms erected at San Jose, as recommended by me last October?

S. S. MARZO.—I think you will like the captain of this steamer. He will give you considerable information relative to the steamers "Febrero" and "Abril," sister ships to the "Marzo," and have the same owners. If the "Marzo" stows sugar well both in quantity of hogsheads and dead weight capacity, I shall be in favor of chartering the "Abril" at about 600 pounds sterling per month. My confidence in steam charters, Spanish flag, is increasing. I think we could work two Spanish steamers for the rest of this year with a handsome profit on coal and general cargo outward.

PARKHURST & SCOTIA.—I hope you may be able to settle with Don Pablo very soon. I saw the explanation of your delay written to Mr. Booth. Your reasons are very good, but I do not see why you should delay longer. I remain,

Your sincere friend.

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129. NEW YORK, Jan. 4th, 1886.

E. L. Peck, Esq., Agent,
Poughkeepsie, N. Y.

Dear Sir,—We have your favor of the 31st ultimo, and note what you say in regard to Policy No. 764,824—Eltinge. In reply we have to advise you that you may allow same to remain at this rate, provided you did not receive our instruction until after the risk had been approved at the rate named by us. The tariff rate on village and farm property in Ulster county is now 75 cents, and it is no excuse for us to violate our good faith by accepting such insurance below the regularly established rate, even if some other company is so doing.

764,817—HARRISON.—We note what you say touching same. We would prefer to lose the risk rather than break our faith; and we should be glad to know what companies are doing so who are equally bound by their honor with ourselves to observe the established tariff.

Awaiting the favor of your early response, we remain

Yours very truly,

JAMES F. DUDLEY,
Deputy Manager.

130. PITTSBURGH, PA., Jan. 28, 1886.

C. Adams, Esq.,
Agt., Hyde Park, N. Y.

Dear Sir,—By this mail we send you our "36th Annual Statement," showing the condition of the Company, January 1, 1886, and the receipts and expenditures of the year just closed. We have no doubt but that, with ourselves, you will feel well satisfied with the same, and will do all that you can to assist us in making the present year an improvement on any of its predecessors.

We think the following figures from our last three annual statements worth reading:

Year, Jan'y	Assets.	Net Prems.	Re-Ins. Reserve.	Rec'ts over Exp'rs. (Dividends in'd.)
1884,	$607,261	$111,808	$67,445	$25,126
1885,	645,351	219,799	123,774	18,601
1886,	684,163	226,660	147,225	29,798

We also send you two copies of a new "Limit of Lines and Prohibitions," gotten up in book form—one to put in your register or other convenient place, the other to keep in your pocket as a ready reference when soliciting business, as to sized lines we will accept and risks that we prohibit. You will observe that on all desirable business we have largely increased our lines—a policy that we think will make the Company more valuable to you. Examine it carefully, and let us see your appreciation of it by largely increased premium receipts from your agency.

Wishing you personally a successful business year, I am

Yours truly,

WALTER MORRIS,
Sec'y.

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131. NEW YORK, Feb. 27, 1886.

Mr. B. W. Law,
Havana, Cuba.

I have no advice from you since writing you 25th inst.

BARK ANTONIA SALA.—She arrived at Perth Amboy, Wednesday, 1 P. M. Began loading the same day. Finished her coal on Thursday, at 4, P. M. Has been detained two days on account of the violent storm of rain and wind. The Standard Oil Co., for some reason, is short of crude petroleum, and could not pack oil for us as agreed. We

have, therefore, decided to ship no case oil in this vessel—nothing but the tank oil. We have engaged all the lumber that she needs under and on deck at $3.50, gold. I think it is for Santa Maria. I hope my action in this respect will not be of serious inconvenience to you.

BARK DORIS ECKOFF.—She arrived 25th inst,, and begins discharging to-day. I have engaged with Mr. Booth to ship 8,000 cases of crude petroleum on this vessel for you. He has engaged balance of her cargo—white pine—under and on deck at $3.50, so I think that she ought to go to sea by the 8th or 10th of March—perhaps sooner.

S. S. CACOUNA.—I have decided, under the circumstances, to ship you 500 barrels of petroleum in this vessel;—it is going on board to-day. We are clearing her for Havana *via* Baltimore. She will probably sail to-night or to-morrow morning, and ought to be in your port about the 10th inst. Perhaps I ought to ship 1,000 barrels instead of 500, considering your shortage and the delay of case oil by sailing vessel.

BARK HAVANA.—I see by the *Herald* of 25th inst. that she sailed from Cardenas on the 19th. I have received no cable from you of her sailing, but presume this notice is correct. Relative to her outward cargo, it will probably consist of 8,000 cases: the balance will be white pine.

Yours very truly,

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132. NEW YORK, Jan. 21, 1886.

A. S. Parker, Esq.,
Poughkeepsie, N. Y.

Dear Sir,—In your favor of the 31 Dec. you returned renewal receipt No. 40,903 (Nelson) as not accepted. We have now received premium in payment of same as we understand it. Please explain the facts in the matter to us and oblige.

GLASS WORKS.—In reply to your favor of the 13th inst., please send us a full copy of the form of policy on the Glass Works, and also give us the rate. Upon receipt of your advices we will endeavor to answer your questions in the matter.

Yours very truly,

JAMES M. DUDLEY,
Dept. Manager.

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133. BROOKLYN, N. Y., Feb. 9th, 1886.

Jasper Brown, Esq.,
General Agent,
San Francisco, Cal.

Dear Sir,—Your favor under date of the 6th inst. is before me and contents noted. I have given the names of Griffith and Smith to one of our best specials, Mr. Avery, who will look after the cases closely, and, I trust, secure them. Will let you know the result after Mr. Avery has interviewed the parties.

I herewith enclose executed copy of your contract with this Company. When you are ready to report for duty please call at this office.

Very truly yours,

M. SLOCUM.

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134. JERSEY CITY, N. J., Feb. 10, 1886.

Mr. Geo. Curtis, Jr.,
Meriden, Conn.

Dear Sir,—I am to-day in receipt of your check, James Y. Adams, $40.60, and signed dividend receipt, $14.71, in payment of premium due Jan. 30th on your policy 670,008. I herewith enclose Company's receipt for same.

In reply to your favor of the 7th inst., I herewith enclose duplicate blank assignments. These assignments must be executed before a notary public, and the county clerk's certificate attached, showing that such notary has been duly appointed.

Very truly yours,

J. H. BOSWORTH.

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135. PITTSBURGH, July 10th, 1886.

Mr. Robert Simpson,
Box 2,725, New York City.

Dear Sir,—In reply to your letter of the 17th inst., we have wired you quoting angles at 3¼ cts. per lb. ; bars, 2 cts., card rates ; all net, delivered at Columbus. If immediately received, the order can be filled with promptness. The other articles called for we do not make.

The above price includes cutting to length.

We have yours of the 17th inst., enclosing draft for $70,000. This amount has been placed to your credit on account, with thanks.

Very truly yours,

J. W. BROWN & CO.

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136. PITTSBURGH, July 13th, 1886.

W. R. Cleveland & Co.,
Buffalo, N. Y.

Gentlemen,—Confirming telegram of this date, the channels and plates ordered by you will be rolled to-morrow and shipped promptly. You may rely upon our best efforts in your behalf.

Your order of the 8th has been entered for our best attention, but we cannot proceed until we are advised of the weight per foot and length of bars desired for the channels.

The matter referred to in your P. S. of same date will be adjusted to-morrow, and the iron will go forward with the other order.

Yours truly.

J. W. BROWN & CO.

137. NEW YORK, Feb. 24th, 1885.

P. S. Bedell, Esq.,
Agt., Poughkeepsie, N. Y.

Dear Sir,—We have yours of the 23d instant, and in reply have to say we will send you the lightning slips and pocket charts as desired.

We note what you say touching the attempts you are making to increase our business at your agency; and, in this connection, we would beg to call your attention to the matter of sub-agents. Our experience has shown that great care must be exercised in accepting risks from this source, as the relation of a sub-agent is somewhat different from the representative acting directly with the Company. Please, therefore, use the greatest care, and only accept such risks for us as you know to be all right in every particular.

In regard to Mr. Atwood, we have to say he has not been in our employ for more than a year. Our Mr. Smith will visit you one of these days, we hope, whom you will find to be a gentleman in every way worthy of the position which he occupies.

As regards the matter of commission, it would be impossible for us to increase the compensation we are now paying, as we are paying your good self as much as any of our other representatives receive. None of the leading companies that we know of are paying more than 25 per cent, and certainly none can afford to pay more.

We note with interest and satisfaction that our business at your agency materially increased during the year past, for which accept our thanks. We should be glad to receive a call from you at the office whenever you are in the city.

Yours very truly,

JAMES F. DUDLEY,
Deputy Manager.

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138. PITTSBURG, April 8, 1886.

Mr. A. B. Stockholm,
Dear Sir:

As the season is rapidly approaching when your customers will be looking about for jellies, we think it seasonable to call your attention to our old oaken bucket jellies.

The new feature is the bail-handle, which adds greatly to their utility and appearance. The demand for the smaller sizes last year, although we were prevented from offering them to the trade until very late, warrants us in commending them to you as desirable. With the improvement we have made on them this year, in addition to the two larger sizes, viz., the pint and the quart, we look for a great demand, and should be pleased to hear from you as early as convenient.

We should be much gratified to furnish you with cuts and prices of the line.

Yours respectfully,

BRYCE BROTHERS.

139. BROCKTON, MASS., June 25th, 1886.

Mr. Elmer D. Gildersleeve,

Dear Sir:

I have a record of the sizes and description of boys' and youths' canvass you refer to in your letter, just received, and will try and use them if I can; or, if I get any orders for such, will use yours instead of making new ones. I have some of another color now on hand, and do not wish to add to my stock, but will do what I can to help you dispose of yours.

Yours respectfully,

H. T. MARSHALL.

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140. NEWARK, N. J., June 22d, 1886.

E. D. Gildersleeve, Esq.,

Dear Sir:

Orders received and shall have prompt attention. We did not expect to stop at all, but owing to removal will have to suspend about one week after July 4th. Any orders up to that time we can fill as usual. Owing to increased trade, and not having room enough, we have built a factory which we will occupy about July 10th.

Yours very truly,

McNEILL, ANDERSON & CO.

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141. NEW YORK, Feb. 27, 1886

Senor Don Gerbasio Fernandez,

Havana, Cuba.

Relative to your shipment of oranges per "Newport" and "Saratoga," I would say that our Mr. E. B. D'Hamel, now in your city, will visit you and explain the circumstances of the sale of your two invoices in this port. The first shipment was in very bad condition, and the oranges were sold at $1.75 per barrel. The second shipment was some better than the first, and we realized $2.50 per bbl. We have a good prospect of securing from 50 to 60 per cent with duties paid, as a return from the custom house on account of their bad condition. You will understand that our duties are paid in advance of discharging from the steamer; then, if the fruit is in bad condition, they return to us a portion of the duties. As soon as we obtain this drawback we will send you an account sales.

Su atento servidor,

Q. B. S. M.

142.

No. 10.

ACCOUNT SALES of oranges ex stmrs. "Newport" and "Saratoga," and sold for account of Don Gerbasio Fernandez.

Feb. 8	42 bbls. oranges ex "Newport,"	$2.50	$105.50	
" 17	68 " " " "Saratoga,"	1.75	115.50	
" 17	Custom house duties returned,		15.12	$236.12
	CHARGES.			
Feb. 8	Entries C. H. oranges per "Newport,"		$3.60	
" 8	Special permit, " " "		2.20	
" 10	Duties on same,		37.40	
" 10	Freight on "		53.58	
" 17	Entries at C. H. ors. per "Saratoga,"		3.60	
" 17	Special permit, " " "		1.20	
" 17	Duties on same,		35.32	
" 17	Freight "		23.10	
" 18	Drayage,		2.00	
	Commission, $221.00 at 5 per cent,		11.02	173.02
		Net profit,		$63.10

E. & O. E. New York, March 13, 1886.

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143. NEW YORK, March 20, 1886.

Henry Hayes, Esq.,
New Hamburg, N. Y.

Dear Sir,—As the risk which you offer under policy No. 764,841 (Van Schaick) is located in the territory of our Fishkill agents, we shall be obliged to ask that you kindly relieve us and notify us of your action by return mail.

Referring to your favor of the 18th inst., in reference to our accepting a line of 3,500 on the farm property referred to at 60 cents for three years, we have to say, we will consent to your issuing a policy for this insurance, and we will accept a line of 500 on the horses now, provided the number is stated in the body of the policy with a specific amount on each.

In regard to risk 1,596 (Adriance), $600 at 75 cents, on stock of goods, principally paper patterns, I infer, we prefer not to carry this risk, as we do not think well of paper patterns as a stock to insure.

Yours very truly,

SAMUEL P. BLAGDEN,
Per E.

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144. NEW YORK, Mar. 15, 1886.

L. P. Baldwin, Esq.,
Poughkeepsie, N. Y.

Dear Sir,—Your favor of the 11th inst. at hand, inclosing check for $320 to balance your account, except carboys. Check is here-

with placed to your credit with thanks. In relation to weight of carboys, would say that we do not ascertain the weight by getting the specific gravity, but obtain it by means of a scale. We first weigh the empty carboy, and then weigh the carboy after it has been filled; we then get the net weight by deducting the tare from the gross weight. We venture to say that if you had gone through with this process there would have been no doubt left in your mind as to the accuracy of the net weight marked on the carboys. We never had a complaint of this kind before from any of our customers.

Yours respectfully,

LODI CHEMICAL CO.

145.

No. 273. Folio 44.

INVOICE of sundries shipped by W. D. Munson, on board the American bark "Antonia Sala," Johnson, master, bound for Havana, Cuba. Consigned to El Conde de Casa More, for account and risk of whom it may concern, as per letter and cable of instructions, dated respectively March 3d and Feb. 6th, '86.

13,312	gallons Bradford crude oil in ship's tanks at 4¼c.,		$565.76	
	36,310 kilos.			
500	barrels crude petroleum, 25,321 2-13 galls., at 7c.		1,772.48	
	84,000 kilos gross.			
	68,000 kilos net.			
508,000	kilos anthracite coal, as per bill rendered,		764.12	$3,102.36
	CHARGES.			
	Spanish consul tax,		$48.73	
	Inspection of cargo,		19.32	
	Insurance, $3,450.00,	$34.50		
	Less 20 per cent,	6.90	27.60	
	Cables,		6.00	
	½ towage,		25.00	126.65
	Amount U. S. currency,			$3,229.01

E. & O. E. New York, March 4, 1886.

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146. NEW YORK, March 1, 1885.

P. S. Chamberlain, Esq.,
Rochester, N. Y.

Dear Sir,—Your favor of the 27th ult. is received. The premiums on policy No. 11,281, Thomas Nickerson, are all paid to date. The second notice was sent him for call No. 9 for the reason that it was not paid by the date when due, namely, Dec. 15th. Our practice is to send second notices to all policy-holders whose premiums are not paid

by the date when due. Mr. Nickerson paid 9th call December 24th, and 10th call February 15th. Please explain the matter to him.

Yours truly,

WM. E. STEVENS,
Secretary.

147.

No. 53.

LIQUIDATION of joint venture on schr. "H. B. Ogden," as per charter party of October 7th, 1885.

1886.

CREDIT.

March 8	By proceeds 355 tons Kanawha gas coal, at	$3 77½	$1,340.12	
" 8	" proceeds 544 tons New River coal. at	$3.77½	2,053.60	$3,393.72

DEBIT.

Jan. 21	To 355 5-14 tons gas coal at	$2.75	$977.23	
" 21	" 514½ " New River C.,	2.25	1,225.14	
	" insurance on $2,400 at 1¼ P.,		24.00	
March 4	" freight on 900 tons coal, at 90c.,	$810.00		
" 4	" pilotage removal,	14.00		
" 4	" towage "	20.00		
" 4	" difference in hoister,	59.40		
	Spanish gold,	$903.40		
	Less exchange at 8¼,	68.85	834.55	
	" Hamel's expenses, two trips from New York to Newport News,		44.40	
	" cable of sailing,		1.50	3,106.82
	Profit on joint venture.			$286.90

To be divided as follows:

40 per cent James E. Ward & Co.,	$114.76	
40 per cent W. D. Munson,	114.76	
20 per cent Louis V. Place,	57.38	$286.90

E. & O. E. New York, March 16, 1886.

W. D. MUNSON.

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148. SOUTH NORWALK, CONN., June 30, 1886.

Mr. E. B. Nelson,
Newburgh, N. Y.

Dear Sir,—Yours of the 22d at hand. You may return the 11 prs. of French kids to us by express; or, if you can sell them at a discount, you may do so. We do not know what the discount should be, as we do not know just what the goods are, but we will make you

an allowance of 25 cents per pr., the amount to be settled by you if you choose to keep them.

Very truly,

LOUNSBURY, MATTHEWSON & CO.

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149. NEW YORK, Sept. 5, 1886.

W. Peacock, Esq.,
Insurance Broker,
Liberty St., N. Y.

Dear Sir,—I have been appointed special agent by the International Railroad and Steamship Company of Florida, to negotiate a large block of its land-grant bonds, and will be able in a few days to lay before you the details of one of the most attractive offers ever set forth by any corporation.

The large concessions of land made by the state of Florida, in order to secure the building of a road from its northern border to its southern extremity, enables the railroad people to tender what would, under ordinary circumstances, be deemed a fabulous inducement to investors. The grants amount to about 18,000 acres per mile, and the railroad proposes to dispose of one-third of that land as a bonus to subscribers to its bonds! It will give a land warrant for 40 acres with each $100 bond; 400 acres with each $1,000, and so on; thus giving away 6,000 acres per mile, and retaining over 12,000. What might at first sight appear wasteful extravagance, will, I think, on mature reflection, prove to be wise and prudent foresight. While bondholders will have at least 8,000,000 acres to select from, the railroad company will have over 5,000,000 left after the last land warrant has been located,—and its generosity is bound to be rewarded by thousands of settlers who will come in on these warrants, and who, while benefiting themselves, will enhance values in their neighborhoods and create business for the road.

The bonds themselves are perfectly solid six per cents, being first mortgage gold bonds, secured by mortgage on the entire road and its equipment, and upon its whole landed estate. The bond alone is an attractive investment; but when accompanied by a land warrant, which is worth even more than the bond itself, it becomes very alluring indeed. The company, instead of negotiating with a monopoly syndicate, has determined to make a popular canvass on the basis which I have thus roughly sketched, and whose detail I will soon be able to submit to your critical examination. My object in writing you to-day is to ask whether you would like to take hold of this canvass for your vicinity. The terms offered by the company are most liberal:—a commission of five per cent will be paid,—that is, $50 per $1,000,—and it is not unlikely that you could make from $50 to $500 per day for several weeks, according to the extent of your acquaintance and the vigor with which you may push the canvass. You would be at liberty to divide

your commission with as many other canvassers as you should see fit to employ.

Having been for more than thirty years an insurance man myself, I propose to give the insurance men of the United States the first chance at this attractive and profitable business. Will you have the kindness to answer at once, as, in case you decline, we will desire to make other arrangements for your locality. What is done will have to be done promptly, as I have no idea that the canvass will last more than a few weeks; and when you come to examine the details I have no doubt you will agree with me.

General John B. Gordon, for seven years in the U. S. senate, and since then president of the Georgia Pacific Railroad Company, is the president of our Company; Hon. William Windom, ex-secretary of the U. S. treasury, is vice president; Hon. John C. New, late assistant U. S. treasury, is the treasurer; H. J. Jewett, president of the Erie R. R. Co., is one of our directors; General J. A. Williamson, late U. S. land commissioner, is our land commissioner. These are men of well-known business sagacity and financial strength, and their names are a guarantee of the soundness and success of any enterprise with which they elect to associate themselves.

Yours resp'y,

R. JEFFERY,
Special Agent.

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150. ALBANY, N. Y., Jan. 23d, 1886.

C. W. Adams, Esq.,
Hyde Park, N. Y.

Dear Sir,—Your letter of the 18th is received. I note what you say respecting the Voce loss. I am somewhat surprised that the assured should request an additional allowance. I am sure we went into the matter very thoroughly and carefully. The amount allowed I consider very liberal. Indeed, the assured expressed to me his entire satisfaction with the manner in which he was treated, and with the adjustment. If any errors or mistakes were made, we, of course, stand ready to correct them. If, therefore, Mr. Voce is not entirely satisfied with his adjustment, he is at liberty to return his draft, and we will take the matter up *de novo*.

Very truly yours,

E. J. KNOWLES,
Manager.

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151. PHILADELPHIA, April 17th, 1886.

Messrs. Wm. Heath & Co.,
Utica, N. Y.

Dear Sirs,—We have just secured a choice line of ecru and tan shades in 11-12 twill, 40-inch all-wool "French Cashmeres," and enclose you samples. Price, 41c. These shades are at present desirable and scarce.

We have a small quantity of Lupin's 40-inch all-wool "Albatross," in cream only, sample enclosed, at 32½c., both net, sixty days. If interested, would advise a prompt order by return mail, as quantities of the above are limited.

Respectfully,

SHARPLESS BROTHERS,
per Moran.

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152. NEW YORK, March 14th, 1886.

A. B. Stockholm, Esq.,
Poughkeepsie, N. Y.

Dear Sir,—I beg to inform you that I have a large and beautiful collection of the latest novelties in French, German, and Bohemian china, and all kinds of foreign glassware, plain and decorated.

Have now on exhibition for the jobbing trade an immense line of specialties for importation orders at the *lowest market rates.*

Have recently enlarged my premises by the addition of the adjoining building, 20 Murray street, thus doubling my capacity to show the latest designs in the above lines of merchandise.

Will be glad to serve my friends as ever.

Yours truly,

P. H. LEONARD,
B.

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153. NEW YORK, May 1st, 1886.

W. W. Mitchell, Esq.,
Denver, Col.

Dear Sir,—In anticipation of the spring and summer trade, now about commencing, we beg to advise you that having packed largely of the crop, 1884, of our El Capitan General, wrappers, and with our special facilities for importing our own Havana tobacco, we are now able to guarantee, for the next two years, the present uniform excellence of our finest goods.

Having also bought largely of Housatonic and Pennsylvania Havana seed of the excellent crop of '84, and secured the best quality of Sumatra wrappers obtainable through our connections in Amsterdam, we are enabled to promise uniformity in our medium and cheaper goods.

We have observed with some care the tendency shown by many jobbers to cut prices, owing chiefly to the active competition. In order to avoid this, we have determined, as far as possible, to place our goods this coming season in the hands of jobbers with well-defined territorial rights of sale on brands. This, with the hearty coöperation of our customers, will secure to all who handle our goods full and legitimate profits.

We take this opportunity of thanking our old friends who have so loyally stood by us, and "given the boys a chance," and to solicit the friendship and good will of many new ones, assuring all that we will

do our best to please, and hereby inviting your correspondence and a call from you when in this city.

Yours respectfully,

POWELL, WENIGMANN & SMITH.

Sole manufacturers of the following brands:

El Capitan General,	Little Duchess,	Davenport,
P., W. & S. imported quality,	El Cupido,	Pirate,
Golden Lilies,	Major,	Parrot,
Queen Christina,	V. V. V.,	Royal Turk,
Marguerite,	La Artista,	Defender,
Royal Queen,	P., W. & S. Cortados,	Pansies,
La Reina de Cuba,	P., W. & S. Magnet,	Benefactor,
Old Generals,	P., W. & S. Principes,	Diamond,
West Indies,	P., W. & S. Cheroots,	No Name,
Equatorial,	P., W. & S. Yaras,	Cyclone,
Autumn Leaves,	Modjeska,	Robin Hood,
Et cetera,	Et cetera,	Et cetera.

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154. NEW YORK, Jan. 8, 1886.

Messrs. T. C. Johnson & Co.,
Baltimore, Md.

Dear Sirs,—We offer you the following tin and terneplates, for immediate shipment from New York, at prices annexed, and subject to prior sale:

"Melyn," "P. S. & Co.," "Ecc,"	½ ix @	$5.37½	ic, &	$1.50	rise for ix	
"Calland," "De,"	½ ix @	5.30	ic, "	1.40	" "	ix
"Grange," or equal steel,	⅓ ix @	5.15	ic, "	1.15	" "	ix
"Allaways" grade steel,	⅓ ix @	5.00	ic, "	1.00	" "	ix
"Dunstan, Gallia, Scotia,"	⅓ ix @	4.95	ic, "	1.00	" "	ix

Also, the following coke tin:

500 boxes	14x20	ic "J.B.," "Grafton," "Sartoris," "Glyn,"	@	$4.55
500 "	"	ic "Deri," "Strick," "L.F.," "C.F.," or equal,	@	4.50
400 "	"	ic "Alcan," "Horton," "Penlan,"	@	4.45
345 "	"	icw "L.F.," "Sartoris," "Strick,"	@	4.25
250 "	"	icw "Horton," "Alice," "Croydon,"	@	4.20
250 "	14x19¼	icw 120 "Ag," "Cymdu,"	@	4.15
200 "	"	icw 120 "Eider," "E.D.S.," "Emrock" steel,	@	4.20
200 "	14x19⅜	icw 120 "J.B.," "Sartoris,"	@	4.22½

Coke squares, 11 to 18-inch, "Glyn" or "Bessemer" steel, @ $4.62½ basis
300 boxes 10x20 ic 225 "Olwen" steel, @ 6.20 cheap

CHARCOAL TERNES.

"M.F.,"	14x20 & 20x28	ic @	$6.50	&	$13.75	
"Worcester,"	" " "	ic @	4.77½	"	9.55	
"Alyn," "P.T.L.,"	" " "	ic @	4.55	"	9.10	

"S.T.P.,"	14x20 & 20x28	ic @	4.45 &	8.90	
"Dean,"	" " "	ic @	4.47½ "	8.95	
"Mansel,"	" " "	ic @	4.45 "	8.90	
"Dyffryn,"	" " "	ic @	4.50 "	9.00	
"Abercarne,'	" " "	ic @	4.30 "	8.60	bid $8.55
"Machen,"	" " "	ic @	1.27½ "	8.55	
"Fastnet,"	" " "	ic @	4.25 "	8.50	
"Pontymister,"	"	ic @		8.62½	bid $8.60

We also quote for February, March, April, delivery as follows:

"Melyn" grade,	½ ix @	$5.35	ic, & $1.50	rise for ix
"Calland" grade,	½ ix @	5.30	ic, " 1.40	" " ix
"Grange" brand,	⅓ ix @	5.20	ic. " 1.25	" " ix
"Grange" grade, steel,	⅓ ix @	4.87½	ic, " 1.00	" " ix
"Allaways" grade steel,	⅓ ix @	4.75	ic, " 1.00	" " ix

CHARCOAL TERNES.

"Worcester,"	14x20 & 20x28	ic @	$4.75 &	$9.50
"P.T.L.,"	" " "	ic @	4.55 "	9.10
"Alyn,"	" " "	ic @	4.50 "	9.00
"Dean,"	" " "	ic @	4.42½ "	8.87½
"S.T.P.,"	" " "	ic @	4.40 "	8.80
"Mansel,"	" " "	ic @	4.40 "	8.85
"Abercarne,"	" " "	ic @	4.27½ "	8.55
"Machen," "Burrows," etc.,	" " "	ic @	4.25 "	8.50

We submit the above low quotations for your kind consideration, and hope to be favored with your order or inquiry by return.

Appreciating past favors, we remain, dear sirs,

Yours faithfully,

REED & JONES.

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155. NEW YORK, February 19th, 1886.

Messrs. Leland, Rice & Co.,
Cincinnati, Ohio.

Gentlemen,—We are in receipt of your esteemed favor of the 14th inst.

The goods you shipped have arrived, but we are not prepared to put them on the market, as it is a little too early in the season, but will do so in the course of a month.

These goods should be made a little lighter, say 15 to 16 ounces, as they are for the Southern trade. The pattern is excellent, as is also the color, but the weight does not meet with our approval.

We have sold several hundred pcs. of Eurekas, which we know you will appreciate. We feel that we are doing as well, if not better, than some of the commission houses handling these goods.

Hurry up the chinchillas. Our customers come in every day to inquire about them.

Yours sincerely,

J. D. HOLMES & CO.

156. NEW YORK, March 29th, 1886.

C. A. James, Esq.,

Dear Sir:

Yours of the 7th inst. is at hand, and I must say that we are indebted to you for setting us on the right track, and also apologise for the annoyance you were put to concerning a package belonging to another party. The papers have journeyed between here and Albany several times since your kind communication, disclosing the real facts in the case, was received. This unpardonable error originated at the Albany office, though in good faith, caused by a mistake in date. It appears the package in question was shipped the day after the one which you received, and the clerk there, happening to hit on your entry first, and the names being so much alike, thought, of course, they were one and the same item, and accordingly sent us tracer for your package without looking further.

We are sorry you have been put to so much trouble through an error of the Albany office. Thanking you sincerely for the interest you have taken in assisting us to locate the package, I remain,

Yours truly,

G. T. EDWARDS.

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157. NEW YORK, Feb. 9th, 1886.

Messrs. Currier & Browning,

Philadelphia, Pa.

Gentlemen,—Yours of the 8th at hand, and contents noted.

We have no goods of the style mentioned in stock, but, if you wish, we will have them made. It will take perhaps two or three weeks before you could get them. Please let us know by return mail if this is satisfactory.

We cannot allow you anything on style 456. These goods were sold "as are," consequently we cannot allow your claim. If you are not satisfied with the goods please return them, as we have other customers who are waiting to take them off our hands at that price.

Replying to your favor of the 7th, we cannot accept your offer at the price named, nor can we accept the terms. We cannot sell these goods for less than $1.25, 5% off, 4 months from January 1st, as they are in great demand in our own market, and we would rather sell them here. The other goods which you refer to we can let you have at the price you mention; terms are satisfactory also.

Will you kindly remit us check for balance of last order.

Yours truly,

W. SUTTON & CO.

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158. PHILADELPHIA, PA., July 1st, 1886.

Messrs. Oppenheimer, Collins & Co.,

Scranton, Pa.

Gentlemen,—We are now closing out our stock of spring and summer shawls at greatly reduced prices, and invite your special

attention to this department. These goods comprise Shetland, Tinsel, Chudda, and other fancy shawls in new and attractive styles well worthy of your inspection.

For the coming season we will offer to close buyers a fine line of misses' and children's cloaks and wraps, the prices and style of which will compare favorably with the productions of any other house in this line.

We also beg to inform you that we have added to our specialties a department for plain and fancy handkerchiefs, under the management of Mr. David Little, so favorably known to the trade in his former connection with Messrs. Arnold, Constable & Co. Mr. Little has just returned from Europe, and is now showing the latest novelties in medium and fine embroidered and printed handkerchiefs.

Thanking you for your past favors, and soliciting a continuance of the same, we are, gentlemen,

Faithfully yours,

H. B. GREEN & CO.

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159. March 5th, 1886.

Messrs. J. B. Hamel Jr. & Co.,
105 Walnut St., Phila., Pa.

Your favor of yesterday is at hand. I confirm telegrams exchanged to-day, and inclose herewith duplicates of mine sent you.

S. S. CACOUNA.—I am very much pleased with your good work in loading this vessel so rapidly, and hope you have been able to clear her to-day, as intimated in the telegram from Mitchell this morning. I was somewhat surprised that our friend Hough could not give us more than 1,000 empties. Had we known it yesterday I think we could have obtained a better price from Adams. Please send me a copy of her freight list, and one on board the steamer for Place.

Please forward your disbursement account as soon as possible, and I will send you check covering same.

S. S. CRAIGENDORAN.—I presume that Mr. Hurlbut will settle the Spanish consul tax paid by you for this steamer's account. There is nothing in the charter requiring me to pay it. I do not think he will decline to pay it to you, and I see no reason why you should charge it to me.

S. S. COBAN.—Many thanks for the certificate of coal shipped on this steamer.

I hope to have further particulars from Havana next mail relative to the shortage of coal. They report that the quality is not satisfactory.

Yours very truly,

W. D. MUNSON.

160. NEW YORK, Feb. 26th, 1886.

O. W. Barrett, Esq.,
Agent, Chicago, Ill.

Dear Sir,—We are to-day in receipt of an inquiry from H. B. Claflin & Co., regarding shipment of a box from that firm on Jan. 28th, 1886, said to be marked to M. Field & Co., and claimed by them as not received to date. In relation to this matter, would say that we find to have way-billed in all seven boxes to same parties on same date; and, as we are unable to determine which one of said numbers is the box in question, we would suggest that you have a search made of your records showing our way-bills of date on which shipment was made to ascertain whether you received as many boxes for consignee as our W. B. called for; and, if so, were all delivered? If they were, and consignees still claim a shortage, request them to furnish the address of shipper of each of the seven boxes. This done, we can easily learn whether box from H. B. C. & Co. was or was not included with the seven boxes W. B. and delivered.

Yours truly,

G. T. EDWARDS.

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161. NEW YORK, May 28th, 1885.

Mr. Francis Barrett,
Agent, 409 W. 39th St., City.

Dear Sir,—We have good reason to believe there is in your possession a package delivered on April 17th, 1885, which came from Syracuse, N. Y., marked "Frank Barrett, New York," which does not belong to you. The owner lives at 87 E. 4th St., and has presented shipping receipt to claim package. Mr. Barrett, of 4th St., tells us the package should contain a suit of clothes. The fact of his knowing contents of package, which is identical with those you have, excepting that you claim the package when received contained but a coat and vest,—pantaloons missing—is sufficient proof of his ownership.

As to the matter of shortage, we are not at present prepared to say what will be done. We have sent to your house on three different occasions to obtain package, but so far have been unsuccessful. We now demand that you send the same within 24 hours to this office, with your affidavit as to items received on delivery of package to you.

Yours truly,

G. T. EDWARDS.

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162. March 5th, 1886.

Messrs. W. J. Granfield & Co.,
Baltimore, Md.

Your esteemed favor of yesterday is at hand. I confirm telegrams exchanged to-day without repeating them.

COOPERAGE.—I am pleased to learn that you have closed with Fox Bros. for 1,000 molasses and 500 sugar shooks at twenty cents, ship to

pay differential duty; and I hope you may be able to close with Lord & Hight for the empties. Their offer of seventy cents is too low. We are getting to-day ninety cents in Phila., on the "Cacouna," free of differential duty. Still, rather than lose them, I would take them at seventy cents if we cannot obtain them at a better figure.

S. S. ENCHANTRESS.—Will you please telegraph me when she arrives, and advise me also how long she will be discharging. My charter party will not allow me to take cooperage for any other port besides Havana. It is possible that when the captain arrives I may be able to modify the charter so as to take those shooks and heads for Cardenas.

Very truly yours,

W. D. M.

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163. (Dictated.) POUGHKEEPSIE, N. Y., April 29th, 1886.

Mr. J. H. Kemble,
Saugerties, N. Y.

Dear Sir,—Yours of 28th at hand and contents noted.

The quality of middlings varies from time to time, but not enough, as you say, to make any particular difference in the value of them. Note what you say about price. The price our agent gave you was the price at which he sold several cars on that trip, and was the price which we gave him when he started. When we wrote you on the 12th the price had declined materially. We propose to deal squarely with you always. Our commission on this car was a small one; but, under the circumstances, you may deduct 50 cts. per ton from your invoice, as the shipment was delayed somewhat by the mill. Your car of oats is probably shipped before this, but we have no invoice as yet; it ought to reach you in short time. If you want 200 bu. will ship them from here at 42-2 cts. on board. It costs 6 cts. per hundred freight, or about 2 cts. per bushel, making them cost you 44-2 cts. there. If you need any let us know and we will send them along. As there is more or less delay in delivering cars, it would be well for you to anticipate your wants a little and have a car started about a week or two before you get out.

Yours truly,

REYNOLDS & CO.

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164. NEW YORK, Jan. 14, 1886.

Messrs. Walsh, Forman & Co.,
Buffalo, N. Y.

Dear Sirs,—Replying to your esteemed favor of the 30th ult., we regret that we have not been able to forward you quotations as yet, but expect to receive revised prices in the morning from our western agents, when we will wire you promptly.

We shall be glad to have you make us a firm offer of, say, $5.60, sight draft, with bill of lading attached, delivered Buffalo, for 5 to 10 carloads of "Omaha" or "Pueblo" pig lead, seller's option.

We trust you will give the above your kind consideration and favor us with an offer, on receipt of which we will do our best to arrange the business. We remain, dear sirs.

Yours very truly

MASON & WILLETS.

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165. NEW YORK. Jan. 15, 1886.

Messrs. Edw. Boardman & Sons,
Boston, Mass.

Dear Sirs,—We have your kind favor of the 13th inst., with inquiry for 100 boxes 12x12 icw coke tin. We find none of these in the market at the moment.

We can, however, offer you for prompt English shipment 100 to 200 boxes 12x12 ic unassorted "B. V." grade @ $4.70, delivered on dock at Boston, usual 30 days, and for prompt reply.

This is really better for you than buying wasters in this market @ $4.55, plus freight and cartage, independent of which you receive unassorted plates instead of wasters.

Awaiting reply and hoping to be favored with order, we remain, dear sirs,

Yours faithfully,

WM, SUTTER & CO.

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166. NEW YORK, Jan. 15, 1886.

Messrs. Lente & Suydam,
Cleveland, Ohio.

Dear Sirs,—We have your favor of the 11th inst. enclosing all the correspondence with Messrs. Masters & Nichols, on their purchase of "P. T. L." ternes. We note their original inquiry was for March, April and May delivery. We purchased January, February, March, English shipment, and mentioned to you that this was virtually February, March and April delivery, Cleveland.

We have copy of your reply under date 27th ult., in which you state to Messrs. M. & N. that the purchase for January, February, March, English shipment, is equivalent to March, April, May delivery, 30 days. Pardon us if we say this is just where you made a decided error in your efforts to secure the order.

Based upon this letter, we presume buyers will insist on having invoices dated accordingly, although sellers have already sent them invoices dated 100 immediate, and the balance 500 divided in three invoices dated February 15th, March 15th, April 15th, all of which we fear buyers will return for correction.

We asked you for copies of your correspondence, in order that we might submit them to Messrs. Nafis & Co., but in view of its contents we are precluded from so doing. We perfectly understand what Messrs. M. & N. should have done under the circumstances, which would have

been to return the contract, but as you took it upon yourselves to say to them, "Which of course is equivalent to March, April, May delivery," they hold very strong to this paragraph, and endeavor to raise trouble for us with parties who have been decidedly friendly, and with whom we have arranged a large business.

We respectfully ask in future that in submitting any offers we may make you, that you take the literal translation of our message. We have this matter in hand, and will post you as to any further developments. We remain, dear sirs,

Yours very truly,

E T. MURRAY & CO.

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167. PHILADELPHIA, April 20th, 1886.

Messrs. Donald, Converse & Maynard,
Poughkeepsie, N. Y.

Gentlemen,—We enclose you herewith sample of our No. 900 Bourrette cloth, of which we have had an enormous sale, it being largely used for ladies' suits, ladies' and children's jackets, wraps, etc. The goods are 54 inches in width, and come about 40 yards to the piece. Price, $1.50 per yard. The colors include black, seal-brown, navy-blue, cardinal, garnet, tan-brown, cream, green, and wood-brown.

Trusting that we may be favored with your order, we remain,

Yours truly,

LEWIS S. COX & CO.

B.

(Dictated by Mr. Lewis S. Cox.)

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168. NEW YORK, June 29, 1886.

J. S. Meyers, Esq.,
90 Commercial St.,
Montreal, Can.

Dear Sir,—We beg to acknowledge receipt of your letter of the 20th inst., and note contents. In reply to your inquiry, we send you by express to-night, prepaid, samples of our various filtered oils, as follows:

F.F.,	Neutral oil,	at 20 cts.	per gallon.	F.O.B.,	New York.
White,	"	"	at 18 cts.	"	"	"	"	"
Filtered,	"	"	at 16 cts.	"	"	"	"	"
XXX Filtered,		"	at 25 cts.	"	"	"	"	"

These oils are all made by the best process. The F.F. neutral is the zero cold test oil.

We beg to call your especial attention to the XXX filtered oil, which is the heaviest and finest neutral oil we make. It is odorless, or nearly so, and is of 31 gravity, and of great viscosity where bloom is not an object. This is the finest oil that can be used.

The filtered neutral oil, at 16 cts. per gallon, is of the same color as

the last sent you, but of lower gravity and better body. Kindly look into these samples closely. We should be pleased to receive your valued orders for any one of the oils.

Yours respectfully,

J. T. RAYNOR & CO.

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169. NEW YORK, June 30, 1886.

Messrs. H. D. Forman & Co.,

St. Louis, Mo.

Dear Sirs,—We beg to advise that we have to-day shipped you by express, prepaid, 2 one-gallon cans of oil, to match, respectively, the samples of the "Star" and the sample marked "No. 2," sent us some time since. The latter, we understand, is a locomotive valve oil. The other sample you sent us was broken in transit, and arrived here empty.

We must apologize for the great delay in making these sendings, and can only assign as a reason that the writer has been very greatly strained during the last two months, owing to the absence of our Mr. Joyce by reason of sickness, and has had to neglect various duties other than those of a routine nature.

The sample of oil to match the "Star" we think you will find up to your requirements in every respect. We manufacture it very largely in competition with the brand mentioned, and in every case it gives perfect satisfaction, and is considered a superior lubricator.

The sample of locomotive valve oil sent us was so small that we were not able to analyze it as successfully as if it had been larger. However, we think you will find that it will answer the various requirements.

Our Mr. Jones starts for the west the latter part of this week, and will have the pleasure of seeing you in, say, two weeks' time.

Trusting to be favored with your orders, we are,

Yours respectfully,

B. H. BANCROFT & CO.

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170. NEW YORK, March 2d, 1886.

L. P. Hulburd, Esq.,

Agent American Express Co., Cleveland, Ohio.

Dear Sir,—The enclosed papers refer to a package ordered by York & Benton, of your city, of P. A. Frasse & Co., New York, for J. C. Cosford, Marquette, Mich.

In their order, Y. & B. sent P. A. F. & Co. one of their tags to be used in shipping packages, which P. A. F. & Co. say was done on Feb. 3d, 1886; therefore there was a Cleveland mark, as well as that of Marquette, on package, and as we do not find a record of it way-billed to either name or either place, we think it possible the package reached you without W. B., as it seems not to have arrived at Marquette.

Please search your records covering the different ways it may have come to you, or of being disposed of, and advise,

Yours truly,

G. T. EDWARDS.

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171. (Dictated. C.) POUGHKEEPSIE, N. Y., April 28, 1886.

Mr. Chas. W. Houghton,
102 State St., Boston, Mass.

Dear Sir,—Yours of 27th to hand and contents noted. We remember doing business with Messrs. Brier & Co., of Peoria, in years past, but of late have not had the pleasure of any transactions with that house. Shall be pleased to have your quotations on corn from time to time, as may suit your convenience, and perhaps same may lead to business. Do we understand you to say that your shipments would be from Buffalo, or from Chicago via Buffalo ; that is, after we give our orders will we be obliged to wait for the corn to arrive at Buffalo from Chicago? We may want to do business via Erie lines. Can you do anything by that route? Do you guarantee quality of goods you quote?

Yours truly,

REYNOLDS & CO.

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172. NEW YORK, Apr. 9, 1886.

Mr. L. H. Gardner,
Poughkeepsie, N. Y.

Dear Sir.—Replying to your favor of the 6th, we beg to say that if the S.S.S. is in good condition we have no objection to receiving it back, provided, of course, that it is returned without expense to us. We regret to say that we have no demand for the Hamilton troches.

Your account has now been credited $15 on Winslow's syrup, as per your card of the 2d.

Yours very truly,

McKESSON & ROBBINS.

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173. NEW YORK, June 26, 1886.

Messrs. S. T. Horne & Co.,
Pittsburgh, Pa.

Dear Sirs,—Your favor of the 24th inst. received and contents noted. The box of residuum has come to hand. This is certainly not the result of the use of our oil ; but is no doubt caused by the impurities in the water you speak of, which gradually collect in the cylinder and which would be present, no matter what grade of oil is used.

We shall turn it over at once to our chemist for close analysis and

will report to you as soon as we ascertain the result. Of one thing you may be sure, it is not caused by the oil.

We await reply to our respects of the 22d inst.

Very truly yours,

T. B. JOHNSON & CO.

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174. NEW YORK, June 27th, 1886.

Messrs. H. L. Franklin & Co.,
Glasgow.

Dear Sirs,—Enclosed we beg to hand you invoice of 25 barrels No. 3 cordage oil, shipped to Glasgow per S. S. "Devonia," as per your order given our Mr. Williams, to whom we have forwarded the documents, and who will turn them over to you.

We have given a great deal of attention to the manufacture of these cordage oils, supplying, as we do, the largest works in the United States. We have steadily improved the quality, and have no doubt that you will find it superior to the last for your use.

There are various cheaper oils offered as equal to ours, but a trial of them will convince you that they are inferior in every way. Trusting to be favored with your further orders, we are,

Yours respectfully,

E. H. JOHNSON & CO.

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175. NEW YORK, June 25th, 1886.

Messrs. Brown & Stetson,
London, Eng.

Dear Sirs,—We beg to acknowledge receipt of your valued favor of the 12th inst. and note contents. We are also in receipt of your cablegram in reply to ours, in which you advise us that shipment of the 20 tons of pitch cannot be changed from sailing vessel to steamer. The documents for the 20 tons have come to hand, and we presume the stuff will reach us in about a month's time.

Should you be able to buy another lot of Marseilles pitch at £4 per ton, we have no doubt that we can place it. Cable if you can offer us a lot of 30 tons at this price.

We regret to say that our Mr. Mills is still seriously ill, and we hardly look for his return to his desk this summer. Under the circumstances the prospect of the writer seeing you is extremely uncertain.

Awaiting your valued favors, we are,

Yours very truly,

E. H. JOHNSON & CO.

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176. (Dictated. C.) POUGHKEEPSIE, N. Y., April 28, 1886.

Messrs. A. G. Tyng & Son,
Peoria, Ill.

Gentlemen,—Enclosed find affidavit of car of oats No. 371, shipped to Rhinebeck, April 1st, short, less 1 per ct., 10, 26-32 bu.

Please credit us on acct., and remit as usual. Have the kindness to ship one car mixed oats to our address, Yonkers, and oblige. There is a car of mixed oats due at Highland via West Shore, ordered 13th, of which we have no invoice. Please hurry same forward, as our customer is anxious for it. You may ship the balance of our purchase of April 15th, No. 2 white oats, to Po'keepsie, 5 cars. This will leave last purchase of 10 cars to be ordered forward. Please give us good oats, sweet, bright and clean as possible. Do not send any more with screenings in.

Yours truly,

REYNOLDS & CO.

P. S.—We enclose freight bill and bill lading of car No. 271, making O. C. $10.80, which please credit us on acct. R. & Co.

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177. (Dictated. C.) POUGHKEEPSIE, N. Y., April 29, 1886.

Messrs. Darragh Bros.,
Fishkill Landing, N. Y.

Gentlemen,—We ship you to-day 20 bbls. of flour by boat, freight paid. We very much regret the extraordinary delay in arrival of your car of flour, and will try to see to it that these delays do not occur again. Would not be surprised if the car reaches you in one or two days: but to make the matter sure send you 20 bbls. to-day.

Yours truly,

REYNOLDS & CO.

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178. (Dictated. C.) POUGHKEEPSIE, N. Y., April 29, 1886.

Mr. T. J. Cunningham,
Matteawan, N. Y.

Dear Sir,—We have a car of hominy chop en route, which will arrive in two or three days and will sell you several tons of same at $16.75, sight draft. Will send sample in day or two; have none on hand at present. We credit your acct. with $1.00 on last 100 bu. of oats as requested, and hope same will be satisfactory.

Yours truly,

REYNOLDS & CO.

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179. NEW YORK, March 15, 1886.

Mr. L. H. Baldwin,
Poughkeepsie, N. Y.

Dear Sir,—Your letter of the 12th inst. at hand.

The empties, when received, will be duly credited to your account; in the mean time will ship, as directed, 5 gal. whiskey like last. Trust it will reach you in due course.

Enclosed please find check for $46.90 in payment of bill for 55 empty oil bbls., and blank receipt, which please sign and return Also find credit memo's bearing date 19th and 22d, which explains the details of the transaction.

There is really no market for the class of barrels which you named in your favor of the 14th; we are not buying any but refined oil bbls. The market price for second-hand bbls. of this description you have already been advised of.

Yours truly,

G. F. GREGORY,
Per C. M. C.

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180. BOSTON, 9th July, 1885.

Messrs. Calhoun, Roberts & Co.,
Rochester. N. Y.

Gentlemen,—Your valued orders of the 7th duly received.

BALLBRIGGAN SHIRTS.—Regret we have none in stock with short sleeves, and we cannot procure any in Boston at present. We are also out of square Jap. fans, and all sizes in low-price Jap. folding fans, and are unable to obtain more this season.

LINEN DUCK.—The order was filled yesterday and the goods have gone forward to-day. Just now we are out of the white cream duck, but as we expect some very soon have placed your order on file.

JERSEYS.—We are entirely out of size 32, at the price you name; but have size 34, and in $18.00 goods size 32.

SILESIA.—We send cream silesia, @ 8½, the only grade in the market to-day. Regret we are entirely out of cream albatross @ 32½.

FLANNEL SHIRTS.—Note what you say about the 8½ doz. flannel shirts lot 317, which were duly received to-day. We did not have the particular shade ordered, so sent you the next best in different shades, not knowing that you wished them for a club. To accommodate you we have had to buy a case of these goods and will forward them as quickly as possible, and trust they will meet with your approval.

NETS.—We could not get the buff nets ready to ship to-day. Not having them in stock without boxes, we were obliged to send ten pieces each, as we could not get less quantity.

SCARFS.—The order for emb'd scarfs, we are sorry to say, we cannot fill. We are entirely out of them and the season is so far advanced that it would not be advisable for us to manufacture any more, especially as we have to make them in large quantities.

"LINONS."—Complying with your request, we enclose samples of the latest and most novel styles of our 33-inch extra fine "Linons." We have decided to close the stock out this season, and to accomplish this will sell to you at 10½c. next sixty days for 25 pc. lots; 11½c. regular to select. They are the best fine batiste in the market in both style and quality.

Soliciting a continuance of your favors, we are,

Very truly yours,

JORDAN, MARSH & CO.

181. NEW YORK, February 17, 1886.

Messrs. Clement, Sayer & Co.,
Chicago, Ill.

Dear Sir,—Yours of the 14th inst. to hand. Our Mr. Duyrea will be in Chicago in a few days, and will talk over the matter of which you speak, which will no doubt be amicably settled.

We have about 55 cases of Chinchillas which we will sell at 22 cts. They are the best in the market, and will not be sold as cheap again this season. Our reason for selling them at this price is because we want to begin on heavy weights.

Hoping to receive your order, we remain,

Yours respectfully,

THOMAS DOLAN & CO.

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182. OFFICE OF GUY H. GARDNER, NEW YORK, June 22, 1883.

Memorandum of market changes and indications.

HARDWARE.—Russell & Erwin announce change in discount of locks to 50 and 2%, and alter lists.

Collins' axes and picks reduced 50 cents in list. (This is in addition to reduction advised last month.)

A slight decline in Boynton's saws has taken place.

Nails have been stiff and high the past month, on account of heavy purchases in the west in anticipation of labor troubles. These having been avoided, prices have returned to former basis, though the probable closing of the western mills will cause another advance.

STORE TRUCKS.—I quote Boston pattern as follows:

No. 0, $2.40; No. 1, $2.45; No. 2, $3.35; No. 3, $4.55.

WOODEN WARE.—Is generally steady with the exception of shoe pegs, which have advanced to 60 cents, and clothes pins which have declined to 53.

PRODUCTS.—Seeds remain high at former rates. Rosin is strong and up. Oil is low at 9½-cent basis. Cut sugar is held at 9½ cents; crushed, 9⅜ cents. The drawback on the former is now $2.82 less 1%, and on the latter $3.18 less 1%. Golden syrup at 34 cents with drawback of 4 cents, less 10%. Both sugar and syrup were effected by change in tariff.

BARB WIRE.—A decision of the court against the patents has caused a decline, and domestic can now be bought at 6½ cents, and Canadian at 6¼. The case has been appealed to a higher court.

VESSELS.—The "Irene," for Auckland and "Highflyer," for Melbourne, will clear about the 1st prox.

The "Wakefield," for Dunedin and Lyttleton, goes in berth about the 1st, as does also the "Marshall S," for Dunedin. This last vessel goes direct to Dunedin and does not unload at Port Chalmers. A vessel for Wellington is promised next month, and one also for Auckland the last of same month.

Freights remain steady, with a stiffening tendency, to all ports but Sydney. Advances may be looked for shortly.

Exchange continues good and steady.

General business continues dull, with a slightly increased activity noticeable in domestic markets over last month. Orders from the Colonies continue light.

The mail by the "Zealandia" reached New York on the 19th.

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183. CLEVELAND, Ohio, March 1, 1885.

Mr. E. Johnson,
Cincinnati, O.

Dear Sir,—Messrs. Naylor & Co. advise us that the "Ella" is now due at Baltimore, and that she is for you on your order with Naylor & Co., through us, for 118 tons No. 1 English Bessemer pig; 119 tons No. 2 Bessemer pig; 114 tons No. 3 Bessemer pig.

This vessel will be docked at Locust Point, terminus B. & O. R. R. The Baltimore price named by Naylor & Co. was on B & O. cars at Baltimore. Should you instruct to have it delivered on Northern Central cars there will be an additional charge for lighterage, probably 31 cents per ton and the cost of loading on cars.

Yours truly,

F. H. COLTON & CO.

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184. PITTSBURGH, PA., March 10, 1885.

Thomas H. Safford, Jr., Esq.,
Foreign Fht. Agt. B. & O. R. R., Baltimore, Md.

Dear Sir,—We are advised by Messrs. Naylor & Co, New York, of the charter of sailing vessel "Consiglio Galatato," with iron ore for our account. Please advise us when she passes the capes.

We are also advised by Messrs. Brown, Crawford & Co., of the charter of sailer "Gia Comino," with 500 tons iron rails; also steamer Belsize, with 1000 tons scrap ends. Please wire us as soon as these vessels are sighted, and instruct Mr. Beeler to sort ends according to our standard.

Yours truly,

F. H. COLTON & CO.

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185. PITTSBURGH, PA., March 16th, 1886.

Milton H. Smith, Esq.,
Gen. Fht. Agt. B. & O. R. R., Baltimore, Md.

Dear Sir,—We have now at Baltimore 1000 tons English pig iron, which we have ordered forward to Pittsburgh; 500 tons is sold to Hussey, Howe & Co., and will be transferred via Try St., promptly on arrival. The other 500 tons are unsold. We called to-day on the Edgar Thompson Steel Co., for the purpose of selling the remaining 500 tons, which we proposed to do, delivered at Baltimore; but while they are

disposed to take the iron they are not willing to accept delivery at Baltimore, and insist upon our delivering it at Bessemer or no sale. Will you have the kindness to permit the iron to be switched off at Bessemer at same rate as for Pittsburgh? Please wire reply, and oblige,

Yours truly,

HECLA IRON CO.

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186. JOHNSTOWN, PA, April 15, 1885.

Thomas H. Safford, Jr., Esq.,
Camden Station, Baltimore.

Dear Sir,—Your favor of the 14th inst. received. We have advised Messrs. Carnegie Bros. & Co. as to what you say with reference to power of attorney, etc., and will advise you further on receipt of their reply. The writer is under the impression that Mr. Wilson has already sent you request to have all rail ends received for our account classified as per our standard, which you have; that is, into 5 classes: double-heads over 20 inches long, T's over 20 inches long, miscellaneous between 9 and 24 inches long, short ends 9 inches long, and lumps make the 5th class. If he has not done so we now make the request to cover all arrivals until further notice. We also desire to prepay rail freight of all cars for ourselves, and especially desire that you will continue to give us car numbers, weights and class as heretofore. We do not know how we could have distributed this material had we not received your very satisfactory manifests. Our failure to acknowledge same may have caused you to think that we did not appreciate them, but such is not the case.

By this mail we remit for all freight bills received to date.

Yours truly,

H. P. BOPE & CO.

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187. ST. LOUIS, MO., Jan. 20th, 1885.

Milton H. Smith, Esq.,
Gen. Fht. Agt., B. & O. R. R., Baltimore, Md.

Dear Sir,—Your letter of 17th inst. was duly received during the absence of our Mr. Mills, hence the delay in answering.

On November 3d we sold the Lucy Furnace Co., 5000 tons iron ore to be delivered on your cars at Pittsburgh. This was based on our rate of 8 cts. per hundred pounds to Pittsburgh, which, of course, does not include switching charge beyond your road via Try St.

Concerning the question of payment of duties at Baltimore, we wish, as in the past, to use every endeavor to dispatch your business, and will pay duties at that port for ourselves and advance the money for our customers, and in all matters accommodate our business to your convenience as far as possible. We discontinued paying duties at Baltimore simply because of the refusal of the Baltimore custom officers to permit this question concerning duty on old rails to be raised at that port. The officials at the ports of New York and Philadelphia had the

same question raised, and steadily declined to be governed by the arbitrary dictation of the Special Treasury Agent. If your Mr. Johnston had had half the backbone of either the Collectors at the last named ports you would not have been put to all this trouble and we would not have sustained a loss of at least $20,000.

Yours truly,

R. H. SPIER & CO.

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188. CHICAGO, ILL., January 12th, 1885.

Messrs. Brown Brothers & Co.,
New York.

Gentlemen,—Your favor of the 22d inst. at hand.

Enclosed herewith we return applications and guarantee, duly executed by ourselves and the First National Bank, covering your credit G8455, for £5,400 sterling, favor Saunders Bros., London. We also enclose formal request to cable credit in above matter.

Trusting everything will be found in order, we remain,

Very truly yours,

3 enclosures. CHAS. MURDOCK & CO.

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189. NEW YORK, Jan. 12th, 1885.

D. Whiting, Esq.,
Detroit, Mich.

Dear Sir,—Your favor of the 9th inst. duly received and contents noted. In reply we quote 20-lb. T iron rails, first quality, at $3\frac{2}{10}$ cts. per lb., f. o. b. cars Wheeling, West Va. Terms, cash. The present rate of freight to Detroit, all rail, is 17 cts.; rail and lake, 12 cts. We could probably furnish the iron in about ten days from this time.

We have no seconds for sale at present.

Wire us immediately on receipt of this if you wish the order filled.

Respectfully,

J. H. NELSON.

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190. PITTSBURGH, PA., October 13, 1885.

Messrs. Tutle & Co.,
Cleveland, Ohio.

Gentlemen,—We are offered for immediate shipment 7,500 tons Cartagena, or Gray Manganiferous ore, at $10\frac{1}{2}$ cts. per unit of iron and $22\frac{1}{2}$ cts. per unit of manganese, due at the port of Philadelphia or Baltimore. This is based on an ocean freight of 11 shillings, any excess to be borne by the buyer. This is just such an ore as you were inquiring for a short time ago. Let us have your reply by wire immediately on receipt of this.

Very truly yours,

H. E. COLLINS & CO.

191. COLUMBUS, O., Feb. 12th, 1885.

Messrs. F. P. Fairbanks & Co.,
Mills Building, New York.

Dear Sirs,—We are in receipt of a letter from E. Carpenter & Co., dated Jan. 11th, confirming sale to you of two carloads of spelter at 6 cts. per lb., subject to sight draft with bill of lading at 5 per cent, and the balance on arrival of spelter. In regard to delivery they write as follows:

"We will fill the contract within 60 days, but may send the first carload next week if we can find a customer who can conveniently wait a few days longer."

Yours truly,

B. WEAVER & CO.

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192. PHILADELPHIA, Jan. 12th, 1885.

Messrs. Naylor & Co.,
Exchange Place, New York.

Gentlemen,—Mr. Thomas H. Safford, Foreign Fht. Agt. B. & O. R. R., acknowledging our favor of the 31st ult., in which we enclosed power of attorney and owner's oath you gave us, advises us as follows:

"From the manner in which the power of attorney is phrased it only enables me to enter and forward the goods in bond in the name of Messrs. Naylor & Co., consequently it is of no service to me; but should your friends wish me to enter and pay duty on future cargoes,—according to your message of 5th inst. to Mr. Smith, our Gen'l Fht. Agt.,—please ask them to furnish me with general power of attorney.

"On Wednesday last, (4th inst.), to avoid delay, we entered the bark 'Northern Light' in the name of the R. R. Co., giving bond to produce owner's oath. We received owner's oath the following day from Naylor & Co., which canceled the bond."

Please instruct us what reply we shall make to Mr. Safford.

Respectfully,

H. P. BOPE & CO.

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193. HARRISBURGH, PA., Nov. 5, 1885.

Frank Chapin, Esq.,
Baltimore, Md.

Dear Sir,—In response to your inquiry as to the probable amt. of foreign ores that can be disposed of during the coming year at Wheeling and Wheeling points, we would state, not less than 80,000 tons, and, possibly, 100,000; that is, if a rail rate can be secured low enough to invite the trade. Wheeling being below the worst navigation in the Ohio River, and nearer to Missouri than Pittsburgh, it is a harder market for us to control than Pittsburgh. It would be well to

call President Garrett's attention to the matter in adjusting the rail rate to Wheeling for 1886.

Very respectfully yours

J. W. ADAMS & CO.

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194. ALBANY, N. Y., April 16, 1885.

C. Martin Stewart & Co.,
Camden, N. J.

Dear Sirs,—Enclosed herewith please find copy of telegram sent you this date, which we now confirm.

We have sold 300 tons old double-head rails ex "Carmington" to the Ætna Iron & Nail Co., Bridgeport, Ohio, and would like the same shipped to order Bellaire. Notify Ætna Iron & Nail Co., and oblige,

Yours truly,

J. HENDERSON & CO.

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195. NEW YORK, March 20th, 1885.

Walter J. Katté, Esq.,
365 5th Ave., N. Y.

Dear Sir,—The market was somewhat less active again this forenoon, but prices, which were irregular at the opening, were well maintained. There was evidently considerable realizing by the bears. The bulls took advantage of the support thus given to prices, and, while not materially advancing quotations, the market exhibited a strong undertone.

Pacific Mail was the exception to the general rule, the price dropping on large sales to 51, a decline in the past three days of about 10 per cent. The cause of this decline is generally understood.

Some of the late bears, having purchased largely to cover shorts, are making an effort to rally the market again. The cliqued stocks, such as Lackawanna and Northwestern, have been exceptionally well held, with light trading in the former and a well-distributed business in the latter.

The market was irregular during the afternoon—strong for the Vanderbilts, heavy for Western Union and Union Pacific, and extremely weak for Pacific Mail, which further declined to 49½. The low-priced stocks have been very well held.

Respectfully yours,

E. P. SCHMIDT & CO.

NEW YORK AND BUFFALO RAILWAY COMPANY.

General Superintendent's Office.

196. NEW YORK, June 6th, 1886.

John S. Stillwater, Esq.,
Chicago, Ill.

Dear Sir,—I am advised by our master mechanic, Mr. Isaac Benson, that the suspension trucks for passenger cars, which have ar-

rived at Rochester, do not conform, in many respects, to the drawing, and have several other serious defects. The "A" piece which fastens to the body bolster is one foot too short. He further says the trucks are six inches too wide for master car-builders' standard axle, and three inches too wide for the axles that are used under A. C. H. D. cars. I fear these errors and changes will cause us serious delays, and as I am desirous of getting these cars into the service at the earliest possible moment, I have to request that you will please send your Mr. Harris to Syracuse to examine the trucks with Mr. Benson and see what can be done about them.

An early reply will oblige,

Yours respectfully,

H. J. BENJAMIN,
General Supt.

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197. NEW YORK, July 12, 1886.

Henry Harrison, Esq.,
109 Broadway, N. Y. City.

Dear Sir,—Your letter of May 25th, to Mr. Page, general manager of the Albany & Western Railway Company, has been referred to me.

In reply, would say, that it is our intention to make a flag station at West Lyons at the point where the platform was used by the Albany & Northern road. I hope that the business developed will show that it may be necessary to build a small station near this point if the new avenue is opened.

Yours truly,

ED. M. KRAUS,
General Supt.

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198. NEW YORK, May 24, 1886.

James R. Bullock, Esq.,
Corporation Council,
Syracuse, N. Y.

Dear Sir,—Referring to your letter of May 12th, to E. S. Barrett, our attorney, in relation to crossings in the town of Canastota, would say, that after receiving former notice from you I directed the Division Supt. to fix up these crossings, and understand that he has done so. Should any of them now be in poor condition, if you will kindly advise me what the trouble is, I will see that they are repaired without further delay. In the meantime, I have written the Division Supt., requesting him to examine them again and make any necessary repairs.

Yours truly,

GEO. C. JEFFERY,
General Supt.

199. NEW YORK, May 26th, 1886.

John Adams, Esq.,
Supt. Syracuse & Oswego Railroad,
Syracuse, N. Y.

Dear Sir,—I am in receipt of your letter of the 21st inst., and your telegram of to-day, relative to steel rails shipped to you.

The two cars, Nos. 2680 and 2650, receipt of which you acknowledge, are now found on another invoice bearing same date; and from this invoice I find that the first car was loaded with 67 rails, and the second with 87 rails. As the seven cars you received have been unloaded, it is impossible to again check the lengths and number of the rails, and I must take the invoice as correct; and, in so doing, have to charge you with 645 rails instead of the number mentioned by you, 644. If, on this basis, you will certify to the enclosed invoice, the matter will be satisfactorily adjusted. The cars Nos. 6789 and 4573, on original invoice and which you have not unloaded, are, as per telegram of to-day, to be returned, and I have so advised our Roadmaster. Please return invoice at your earliest convenience.

Yours truly,

CALVIN ADAMS,
General Supt.

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200. NEW YORK, June 25th, 1886.

J. R. Wright, Esq.,
Syracuse Iron Works,
Syracuse, N. Y.

Dear Sir,—Replying to yours of May 23d, I accept your proposition for the number of frogs required for engine houses at Canastota and Lyons, as per my previous letter. Price, $27. To be of style known as pattern "J" in your catalogue. Please deliver them on the ground at as early a date as possible. I understand that the price includes delivery.

Yours truly,

W. FROTHINGHAM,
General Supt.

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201. POUGHKEEPSIE, June 1st, 1886.

H. J. Cullen, Jun.,
Albany, New York.

Dear Sir,—I am in receipt of the following, under date of June 1st, from Mr. Kerr:

"Mr. Beach has shown me Mr. Palmer's letter to him of Saturday last, in which he says he considers it his duty to apply for an injunction to stop all work inside of the ten-rod limit until our surveys and plans of construction within those limits and the 'blue lines' are presented and approved."

Will you have the kindness to ascertain and notify me if this is Supt. Palmer's ultimatum. If it is, of course it entirely ignores and nullifies the effect of clause 2 of the mem. of May 26th. I should like your answer to this by telegraph.

From Kerr, June 6th :

"I omitted to state, in my letter of Saturday, that probably the origin of the 'storm' from the canal was in the contractor's men allowing a large bowlder to roll in from Diffendorf Hill. It scraped the canal boat before it could be got out. Other bowlders were left in such way that they could be rolled in, but would not go in unless pushed. I can see that the work would look very different from the canal or towpath from what it does on the line. Mr. Beach went down this morning to stay with the work until it is secure from damage to the canal. He returned this evening, saying it was being done satisfactorily, and there would be no danger from slides until the freezing and thawing of winter and spring. This for your information."

Yours truly,

ASHBEL WELCH,
Chief Eng'r.

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202. POUGHKEEPSIE, N. Y., June 2d, 1886.

Wm. H. Searles, Esq.,
Division Engineer,
Newburgh, N. Y.

Dear Sir,—Yours of the 20th inst., with note of the additional land required of J. B. Tallman, Sec. No. 85, Middletown branch, duly received, and will go through due form here. In the meantime, you will please take no further notice of the matter, but go on and do the work on the ground just the same as if we had already acquired the additional property needed.

Yours truly,

ASHBEL WELSH,
C. E.

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203. POUGHKEEPSIE, N. Y., June 14, 1886.

John McIntosh, Division Eng.,
Little Falls, N. Y.

Dear Sir,—I return herewith topographical profile of Hecla Pond. It is a very bad piece of work. The profile does not correspond with the map at all, and it is not possible for me to determine which of the two is correct. I therefore return it to you for revision. I also return map of revised line of Hecla Pond, for the addition of a great deal of information in which it is lacking. The items required are noted on the map in pencil. The map for filing should have been plotted on a scale of four feet per inch, same as the profile is, and

should have had the land widths drawn on it. It is returned to you to-day, by express, for correction. Send it back as soon as possible.

Yours truly,

Chief Engineer.

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204. PHILADELPHIA, July 30th, 1886.

Charles Bryant, Esq.,
Supt., Newark, Ohio.

Dear Sir,—We return herewith schedule received from agent Whiting, of your district, containing the FIRST lapses of the business transferred to his account under date of June 2d, 1886, from the agency of Mr. Downer.

Our rule concerning this matter, as given in clause 12 of the special instructions (on the superintendent's transfer report), is as follows:

"TWELFTH.—The dates of last payment on the first lapsed policy schedule made out by an agent for business transferred to his account must be carefully compared, BY THE SUPERINTENDENT OR ASSISTANT SUPERINTENDENT, with the collection book of the retired agent TO ASCERTAIN THAT THE LAPSED CREDIT CLAIMED IS NOT IN EXCESS OF THE AMOUNT TO WHICH THE AGENT IS ENTITLED, or, in other words, to see that the dates of last payment as entered on the lapsed schedule are not prior to those from which the agent was charged with the arrears on the business. If the dates of last payment are found to be correct, the superintendent, or assistant superintendent, should attach to the schedule a copy of form 145, certifying to this fact and requesting that the full lapsed credit claimed be allowed. On any succeeding schedules the agent will be held responsible for arrears exceeding four weeks on all policies reported by him for cancellation. This rule renders it essential that all policies in a transfer which are more than four weeks in arrears be entered on the FIRST lapsed schedule made out after the official transfer list, or new life register, is received by the agent."

Please make the necessary examination of the schedule enclosed, and return the form to us, advising us if the dates of last payment, as stated, are correct; and in future please render it unnecessary for us to call your attention to this matter again.

Please fill in the name of the agent to whom you desire the policies mentioned in the accompanying schedule to be transferred; see that the names of the insured are immediately entered upon his collection book, and the collections promptly attended to; then return the schedule to this office.

Yours truly,

C. W. BLACK,
Gen'l Supt.

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205. PHILADELPHIA, Aug. 1st, 1886.

James H. Henderson, Esq.,
Agent, Minneapolis, Minn.

Dear Sir,—The accompanying transfer from the agency of Mr. ..... appears in your account under date of ....., 188....

Immediately upon receipt of the same by you, it is the duty of your superintendent, or his assistant, to aid you in carefully comparing the particulars of each policy entered therein, with those shown by your collection book, and if any discrepancies are found, to advise the home office of them at once.

You must also enter on a lapse schedule all policies four or more weeks in arrears, and send the form to the home office, with a copy of form 145 from the superintendent or assistant attached, certifying that the dates of last payment, as stated thereon, are correct.

It is most important that the FIRST schedule embraces ALL policies on which FOUR OR MORE premiums are due: for on any SUBSEQUENT lapses YOU will be held responsible for arrears due in excess of the time allowed by the rule of the company.

Any of this business which is reported by you and OFFICIALLY lapsed within five weeks from and INCLUDING the date of the transfer will be charged to the account of the agent FROM whom the business is transferred; but for any of the business lapsed AFTER that time, YOU will be held responsible.

Yours truly, C. W. BLACK,
Gen'l Supt.

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206. PHILADELPHIA, June 6th, 1886.

C. Carret, Esq.,
Agt., 20 Nassau St., New York.

Dear Sir,—Please have the following "declaration," "receipt and release," properly filled in, sworn to before a notary public, and return to this office without delay.

Yours truly, C. W. BLACK,
Gen'l Supt.

....., 188....

Policy No. ..... Name of insured, ...

I, the undersigned, hereby declare that I am the assured under the above-described policy, and that the life before insured under said policy is dead, and that I am lawfully entitled to the proceeds of said policy, as demanded by the accompanying "proofs of death" herewith.

I further declare that said policy is lost or destroyed, and that it has not been sold, assigned or transferred to any other person.

I therefore stipulate and agree that in consideration of, and upon the payment of the proceeds of said policy to me, my "receipt and release" to the ....., shall be a full and sufficient acknowledgment to said company of the discharge of any and all of its obligations under said policy, and I expressly waive the production of said policy by it as an evidence of the payment herein referred to.

In witness whereof, I have hereunto set my hand the ..... day of ....., 188....

Signed in the presence of } .....

Claimant's signature, } .....

Residence, ...

In consideration of the sum of .... dollars, lawful money of the United States, to me in hand paid by the .... of the city of New York, have remised, released, and for ever discharged, and by these presents do, for myself my heirs, executors and administrators, remise, release and for ever discharge the said the ...., of and from all manner of action and actions, cause and causes of action, suits, debts judgments, claims and demands whatsoever, in law or in equity, which against the ..... I ever had, now have for which my heirs, executors or administrators hereafter can, shall or may have, for, upon or by reason of any matter, cause or thing whatsoever, to the day of the date of these Presents, and particularly all claims arising under or by reason of the above-described Policy.

In witness whereof, I have hereunto set my hand and seal, the ..... day of....., 188....

Sealed and delivered in the presence of } ..... Claimant's signature. } ..... [SEAL.]

Residence, ...

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207. KANSAS CITY, MO., October 4, 1885.

Messrs. Brown Bros. & Co.,
Bankers, Wall St., N. Y.

Gentlemen,—Please advance Mr. Edward Eckert, the bearer of this letter, the sum of two thousand dollars, as he may require it, and debit my account with the same.

On procuring Mr. Eckert's acknowledgment for moneys received, you will be kind enough, to ensure regularity, to compare his signature with that previously transmitted to you by me in my letter of the 1st inst.

Respectfully,

S. GILLARD.

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208. TRENTON, N. J., November 2, 1885.

Messrs. Edwards, McIntosh & Co.

Gentlemen:

We beg to inform you that we have this day taken into partnership Mr. Alverson, who, for many years past, has been confidentially employed by us. The firm will be from this day, Reed, Vance, and Alverson.

Soliciting a continuance of the confidence hitherto reposed in us, we remain,

Yours respectfully,

L. REED,
S. VANCE

Mr. Reed will sign Reed, Vance, and Alverson.
Mr. Vance will sign Reed, Vance, and Alverson.
Mr. Alverson will sign Reed, Vance, and Alverson.

209. CHARLESTON, S. C., July 6th, 1886.

Messrs. Porter, Lee & Co.,
365 White St., New York City.

Gentlemen,—I beg to inform you that I have succeeded to the business of Mr. Austin Townsend, and, in order that the trade may experience as little interruption as possible, my desire is to deal in precisely the same class of goods, and to open accounts with the firms which have heretofore supplied him.

By way of reference, I beg to state that I was for many years assistant and manager in the house of Messrs. Dodge & Co., to whom I am at liberty to refer you for information respecting my habits, character, &c. I also append the name of a well-known New York merchant, who is well acquainted with my financial responsibility, and who will furnish you with all the particulars you may desire to know in this direction.

Should you feel disposed to receive my orders, and to place me on a footing similar to that of my predecessor, I trust that we may have the pleasure of doing business together, resulting in mutual profit and advantage.

Herewith enclosed I send you an order, which, in the event of your being satisfied with my reference, I shall feel obliged by your executing as promptly as possible.

Yours respectfully, W. W. BLINN.

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210. NEW YORK, July 10th, 1886.

W. W. Blinn, Esq.,
Charleston, S. C.

Dear Sir,—In reply to your favor of the 6th inst., we beg to say that we are perfectly satisfied with your responsibility from the inquiries you have enabled us to make, and we shall be ready at all times to attend to your esteemed orders.

We have executed the order you favored us with, and have forwarded it *via* White Star Line. Having dealt so many years with the late Mr. Townsend, we are thoroughly acquainted with the class of goods he required, and you may rely upon our care and judgment in always selecting for you the articles exactly suitable to your trade. The terms upon which we do business with you will be precisely the same as those which existed between us and your worthy predecessor.

Trusting, with you, that our transactions may prove mutually satisfactory and advantageous, and wishing you every success, we are,

Yours faithfully,
PORTER, LEE & CO.

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211. JOHNSTOWN, PA., August 2d, 1886.

Messrs. H. C. Nelson & Co.,
Scranton, Pa.

Gentlemen,—We beg to inform you that our Mr. Anderson will call upon you on or about the 15th inst., when the favor of your orders is respectfully requested.

We take the opportunity of enclosing statement of our account, $365.

Yours truly,

BENSON & CO.

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212. INDIANAPOLIS, IND., April 4, 1886.

To whom it may concern:

The bearer hereof, Mr. Henry Hooper, has been in our employ for five years past as confidential clerk and book-keeper. We have always found him faithful in the discharge of his duties, courteous and obliging, and alive to the interest of his employers. Mr. Hooper is a superior accountant, and well qualified to discharge any of the duties he may undertake. It gives us pleasure to recommend him to any who may require such services, knowing that he will be found reliable in whatever capacity he may be engaged.

Very respectfully,

A. L. BATES & CO.

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213. CINCINNATI, O., June 12, 1886.

F. P. Fairbanks, Esq.,
15 Broad St., New York.

Dear Sir,—This will introduce to you my friend, Mr. Harry L. Keys, of this city, who intends spending a few weeks in New York, devoting part of his time to business and part in visiting summer resorts in your immediate neighborhood. I therefore take the liberty of recommending him to your kind consideration, knowing that he will fare well in your hands.

Mr. Keys is a gentleman of high business standing in this community, and of financial responsibility. Any attention you may show him will be duly reciprocated. With kindest regards,

Yours very truly,

E. C. HAYNES.

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214. BROOKLYN, N. Y., May 1st, 1886.

Messrs. A. B. & Co.,
Herald Office,
New York City.

Gentlemen,—In reply to advertisement in to-day's *Herald*, I would respectfully tender you my services for the position you have to fill. I am desirous of obtaining employment, and would not consider present salary so much an object as the prospect of a permanent and respectable situation.

I am a young man, 21 years of age, and single. I have received a good commercial education, and am versed in book-keeping and accounts generally. I am willing to render myself generally useful, and, although I have not hitherto filled a situation, I doubt not that in a short time I should be able to fulfill any duties assigned to me.

In the event of your considering my application for employment, I herewith furnish you with testimonials as to character, and could, if necessary, provide guarantees for fidelity.

Trusting that I may have the pleasure of hearing from you in reply, I remain,

Yours very respectfully,

L. A. ROE.

215, POUGHKEEPSIE, N. Y., June 14, 1886.

Capt. C. H. Hoyt,
Assistant Quartermaster, U. S. A.,
Dept. of West Point, N. Y.

Dear Sir,—I have the honor to submit herewith plans and specifications provided for the construction of sewers under the railroad embankment at West Point. Will you submit the same at your earliest convenience to the board of officers in charge of this work for their inspection and approval?

Very respectfully yours,

Chief Engineer.

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216. POUGHKEEPSIE, N. Y., June 14, 1886.

William H. Searles, Esq.,
Division Engineer,
Newburgh, N. Y.

Dear Sir,—I herewith return plans and copies of specifications for sewers at West Point, with letter addressed to Capt. Hoyt, Quartermaster, requesting him to lay them before the board of officers for their acceptance and approval. Please deliver the same to Capt. Hoyt, and request him to have them acted upon as quickly as possible.

Yours truly,

Chief Engineer.

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217. POUGHKEEPSIE, N. Y., May 27th, 1886

Thomas Seabrook, Esq.,
Division Engineer,
Jersey City.

Dear Sir,—Replying to your note of June 1st, I consider your interpretation as to shaft No. 5. Weehawken tunnel, correct. It is proper, I think, that the contractor should be paid at shaft price for whatever depth it may have been necessary to sink it as a shaft in order to work the tunnel, as stated by you.

The passes were all sent to you yesterday evening. Have they not yet reached you?

Yours truly,

ASHBEL WELSH,
Chief Engineer.

218. MEMPHIS, TENN., July 8th, 1886.

Messrs. J. L. King & Co.,
New York City.

Gentlemen,—On the 29th ult. I forwarded you an order, requesting you to execute and despatch it not later than the 2d inst. The 8th of the month has now arrived, but the goods have not yet come to hand, neither have I received any tidings of them. This delay has put me to the greatest inconvenience, and has compelled me to break my faith with some of my best customers. If you found it impossible to execute the order by the time stipulated, why did you not write me to that effect, in order to enable me to advise my correspondents accordingly?

I now write most positively to say that unless the goods are delivered by the 16th inst., at the very latest, I cannot receive them, as after that date they will be perfectly useless.

Trusting that you will use every effort to prevent further disappointment and delay, I am,

Yours truly,

W. W. GRIFFITH.

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219. NEW YORK, July 11th, 1886.

W. W. Griffith, Esq.,
Memphis, Tenn.

Dear Sir,—We regret exceedingly the non-delivery of your esteemed order, and the inconvenience and disappointment occasioned you thereby. We can assure you, however, that we are in no way responsible for the delay; but that, on the contrary, we have used every effort to secure the prompt execution and despatch of the order.

It happens, unfortunately for us, that just at the present moment the manufacturers are overwhelmed with business: and, in a juncture such as this, there is no help for it but to wait patiently the execution in due course of the orders sent.

With the hope, however, of prevailing upon the manufacturer in this particular instance to make a little extra exertion, we have written him, by this evening's mail, a most urgent letter; and we feel most certain that if our request can be complied with it most certainly will be. As soon as we receive an answer we will write or telegraph to you such positive information as may prevent further disappointment.

We must apologize for not having written to you previously; but, the truth is, we ourselves were expecting every day to hear some tidings of the order which we might send you.

Regretting the trouble and annoyance to which you have been put, we are,

Yours faithfully,

J. L. KING & CO.

220. AUGUSTA, GEORGIA, July 15, 1886.

Messrs. Devinny & Co.,
Baltimore. Md.

Dear Sirs,—Messrs. J. Somerville & Co., of your city, have made certain offers to me which promise great pecuniary profit provided they are stable: but which, on the contrary, would involve me in heavy responsibilities if my correspondents failed to meet their engagements.

As I have not the pleasure of knowing the gentlemen named, it is essential that I should be on my guard. To you, therefore, I apply in this difficulty; and should esteem it a great favor if you would acquaint me, so far as lies in your power, with information respecting the character and means of this firm.

The readiness with which you have complied with my requests leads me to hope that you will still further oblige me on this particular occasion; and I need scarcely to say that you may count on my discretion in keeping profoundly secret such information as you may kindly offer, I am, gentlemen,

Yours respectfully,

A. L. FARMER.

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221. GALVESTON, TEXAS, April 1st, 1886.

Messrs. Geo. H. Wheeler & Bro.,
Louisville, Ky.

Gentlemen,—I herewith beg to hand you orders, which you will have the kindness to fill and forward without delay.

Although my success in this town has not been equal to my wishes, I trust you will give me credit for having exerted myself to the utmost, and that you will be induced to consider the results under the present circumstances as favorable as could be expected. You are aware that trade in this section of the state is in a most unsatisfactory condition, and in this particular locality I can assure you that everything appears to be in a depressed condition; and, go where I will, I am met by complaints of the unusual depression of business.

I trust, however, that as the season advances matters will mend. No effort shall be wanting on my part, not only to do a good business with old customers, but to open new accounts. I will not fail to send you, day by day, an account of my progress; and I hope it will be in my power to enclose in each letter a full list of orders.

Yours respectfully,

ROBT. BENTON.

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222. HARRISBURG, PA., March 5th 1886.

W. H. Jenkins, Esq.,
48 Wall St., New York.

Dear Sir.—The old bridge iron has been carefully weighed by our friends, in whose weighmaster we have the greatest confidence;

and they report, as we did, 224,932 lbs. as against your weight of 229,-100 lbs., a shortage of 4,168 lbs. We have suggested to our friends that, on account of the mud in the columns, it would perhaps be fair to divide the shortage. Will this be satisfactory to you? The mud in the columns was undoubtedly there before the iron was weighed at time of shipment; and we are satisfied that their claim for the whole amount of difference would not be unreasonable. Please answer quickly, as we are anxious to make a settlement with our friends here and also with yourself.

Very respectfully,

P. CUSHING & CO.

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223. NEW YORK, April 16th, 1886

Messrs. Saunders Bros.,
25 Ab Church Lane,
London E. C.

Gentlemen,—Your favors of 28th ult. and 8th inst. duly received, with enclosures, as stated.

Enclosed herewith please find acknowledgment of your contracts, Nos. 5224, 5225, 5226, all of which we found in order.

We have numerous offers of bessemer pig, old rails, etc., for delivery, f.o.b., British port, but they do not suit us. We would be pleased to receive from you quotations for No. 3 Cumberland bessemer pig, old double-head iron rails, and scrap ends of steel rails, delivered, c.f.i., Baltimore, in the course of the next three or four months, steam or sail, or for shipment in that time.

In the present condition of trade, we cannot take the risk of ocean freights, and are not in a position to make contracts for friends as you must be. If you can make us tenders, c.f.i., Baltimore, on above, it will probably lead to business.

Very truly yours,

L. H. MORTON & CO.

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224. WHEELING, WEST VA., April 18th, 1886.

Wm. McGilvery, Esq.,
Sharon, Pa.,

Dear Sir,—The furnaces report that they have sold ahead for some time to come, and are unable to take present orders. This in reference to your inquiry of May 13th, for charcoal metal for chill rolls.

Yours truly,

F. H. ABBOTT.

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225. PITTSBURGH, April 17th, 1886.

J. B. Dorrington, Esq.,
Fht. Agt. P., C. & St. L. Ry.,
City.

Dear Sir,—We wrote you some time since asking you to send tracer after carload of spelter, shipped to Messrs. Morehead & Co. by Octavius

Lomagi, *via* Terre Haute & Indianapolis Ry., from Collinsville, Ill., March 12, in P., C. & St. L. car, No. 551. Not having heard from this car yet, we will esteem it a personal favor if you will send telegraphic tracer after the car and get it here with the least possible delay.

Yours truly,

J. T. RAYMOND.

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226. CINCINNATI, April 19th, 1886.

Messrs. Wm. M. Lyon, Son & Co.,
Chicago, Ill.

Gentlemen,—We have for immediate delivery from two to four hundred tons old double-head iron rails, if unsold, subject to immediate acceptance, at $38.25, f.o.b., cars at Chicago, or $36, f.o.b., cars, Pittsburgh, subject to your 1 per cent.

Answer quick.

Yours truly,

H. L. THOMPSON & CO.

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227. ALBANY N. Y., April 20th, 1886.

Messrs. Brown, Crawford & Co.,
Baltimore, Md.

Gentlemen,—We have your telegram of this date, advising us of arrival of ship "Chevy Chase," with 800 tons purple ore, and 80 tons bessemer pig iron, and replied as per press copy herewith.

Enclosed please find N. Y. Exchange No. 24725, for $2,500, account of ore ex "Chevy Chase," with which to take up documents, pay duty, &c.

We also have your telegram asking for 10 tons purple ore, at $5 per ton, for Baltimore friends, which request we grant. It is sold here at a much higher price, so we cannot allow any more to go at that figure.

Yours truly,

HASBROUCK & CO.

2 enclosures.

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228. COLUMBUS, OHIO, March 5th, 1886.

Alfred Burnnett, Esq.,
35 Walnut St., Phila., Pa.

Dear Sir,—Your favor of the 4th, inst., covering documents, as stated, in re Elba ore ex "Florida," is received and noted.

Enclosed herewith please find N. Y. Exchange, No. 42526, for $217,-507, in full of above, which please acknowledge and oblige.

Enclosed please find transcript of telegram sent you this date. We have your response by wire, and have cabled owner's oath to sell Barrings.

Yours truly,

MATTHEWS & GRANT.

2 enclosures.

229. CLEVELAND OHIO, April 19th, 1886.

Messrs. Brown Crawford & Co.,
Baltimore.

Gentlemen,—Mr. Smith, G. F. A. B. & O. R. R., has requested us to ship all iron ore direct, so please comply with the following instructions :

Send "Winonah" cargo forward to us.

Of the 1,500 tons per "Henry Annin," ship 500 tons to Messrs. Blair & Co., *via* Try St., Pittsburgh, care H. P. Bope & Co.

1,000 tons to Lucy Furnance Co., Pittsburgh, *via* Try St., care H. P. B. & Co.

800 tons ex "Chevy Chase," to Lucy Furnace Co., care H. P. B. & Co.

After filling these orders, please forward the balance to us.

Yours truly,

A. B. DILL & CO.

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230. CHICAGO, ILL., Nov. 18th, 1885.

B. H. Keys & Co.,
15 Gold St , New York.

Gentlemen,—We have just learned that the prices paid by the Rolling Mill Co., for Menomonee ores varied from $7.25 to $9.25, delivered at Cleveland during the year 1886. Freights on ore from Cleveland, including dockage, next year, will be $2.25. You will see by this that the cheapest Lake Superior ores will be high when compared with ours for the next year. We think it important to purchase the largest quantity possible of Elba Lavato and lump for steam shipment in December. Steam freights from England are advancing rapidly, and it is possible we will have to pay more than 15s, rather than less, from the Mediterranean after the first of the year. We should take advantage of the present condition of ocean and rail freights to secure the best rate possible for 1886, and notify Barrings to charter all the vessels they can from the Mediterranean.

Very truly yours,

HENRY M. HOYT & SON.

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231. TOLEDO, OHIO, March 20th, 1886.

Messrs. Hatch & Fisk,
18 Wall St., New York.

Gentlmen,—Enclosed herewith please find acceptance of your contract with Messrs. Pickman & Co., Liverpool, March 6th, covering 1000 tons steel scrap ends, at 82s. 6d., f.o.b., British port ; also 20,000 tons purple ore at 10s., f.o.b., Liverpool. These papers have been overlooked for several days, for which we beg pardon.

Please request Pickman & Co. to arrange for shipment within 60 days, by sail, of the largest quantity possible of the 20,000 tons purple ore, with freight at the very lowest rate. We have no objection to their shipping 10,000 tons by steam at once.

Enclosed please find check for $18.42 in payment of cable for steel blooms.

Yours truly,

3 enclosures. H. M. HOYT & SON.

MISCELLANEOUS FORMS USED IN BUSINESS.

ORDERS, DUE-BILLS, NOTES, &c.

232. ROCHESTER, Sept. 14, 1885.

Mr. A. R. Platt:

Please pay to Charles H. Crawford, or order, Five Hundred Dollars, and charge to our account.

$500. T. W. FIELD & CO.

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233. SYRACUSE, October 9th, 1885.

Mr. Thomas Butterfield:

Dear Sir,—Please pay to Henry Bowman, or order, Sixty Dollars, due on my account, and oblige,

Yours truly,

S. W. FRENCH.

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234. BUFFALO, November 8th, 1885.

Messrs. B. L. Loomis & Co.:

Gentlemen,—Please pay to Frank H. Parsons, or bearer, Twenty Dollars in merchandise, and place to the account of

L. BARRINGER.

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235. ALBANY, December 6th, 1885.

Messrs. H. K. Thurber & Co.,

New York,

Gentlemen,—Please send us, per Union Line,

25 Boxes Valencia raisins,

10 Bbls. currants,

20 Boxes Oswego soap, extra, XXX,

20 Bbls. Oswego flour, extra.

Upon receipt of your bill, with goods, we will remit by Draft on New York to cover same.

Respectfully yours,

J. W. MORGAN & CO.

$50. (236.) NEWBURGH, N. Y., July 8, 1885.

Due F. H. Cromwell, for value received, Fifty Dollars, in goods from my store.

WALTER W. SKILLMAN.

$75.50 (237.) TRENTON, N. J., October 4, 1885.

For value received, we promise to pay to C. E. Torrey, on demand, Seventy-five 50-100 Dollars, in goods at our store.

T. DENNIG & CO.

$200. (238.) CINCINNATI, June 11th, 1885.

Two months after date, I promise to pay to James Gordon, or bearer, Two Hundred Dollars. Value received.

M. STEWART.

$5000. (239.) INDIANAPOLIS, January 11th, 1885.

Six months after date, I promise to pay to the order of myself Five Thousand Dollars, without defalcation. Value received.

HARVEY LINN.

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240. SPRINGFIELD, MASS., July 1st, 1885.

Sixty days after date, we jointly and severally promise to pay to the order of James Murdock Five Hundred Dollars. Value received.

THOMAS ALVORD,

$500. RICHARD WELLS.

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241. JUDGMENT NOTE.

$10,000. PITTSBURGH, PA., May 4th, 1885.

Ninety days after date, I promise to pay to Augustus Sloan, of Pottsville, or order, Ten Thousand Dollars, with interest, for value received.

AND FURTHER, in case of default of my payment of the interest or principal aforesaid with punctuality, I hereby empower any attorney at law, to be appointed by said Augustus Sloan, or his assigns, to appear in any court which said Augustus Sloan, or his assigns, may select, and after declaration filed thereupon, to confess judgment against me for the above sum, with costs of suit, release of errors, etc.

Witness my hand and seal, at Pittsburgh, this 4th day of May, in the year one thousand eight hundred and eighty-five.

Signed, sealed and delivered
in the presence of
CHARLES BROWN, EGBERT F. THOMSON. (Seal.)
JAMES CUNNINGHAM.

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242. A SET OF BILLS OF EXCHANGE.

No. 156.—Ex. £500. BOSTON, August 22d, 1886.

Three days after sight of this, my first of exchange (second and third unpaid), pay to Dr. Geo. C. Jeffery, or order, Five Hundred Pounds Sterling, value received, and charge the same to account of

F. BOWNE.

No. 156.—Ex. £500. BOSTON, August 22d, 1886.

Three days after sight of this, my third of exchange (first and second unpaid), pay to Dr. Geo. C. Jeffery, or order, Five Hundred Pounds Sterling, value received, and charge the same to account of

F. BOWNE.

No. 156.—Ex. £500. BOSTON, August 22d, 1886.

Three days after sight of this, my third of exchange (first and second unpaid), pay to Dr. Geo. C. Jeffery, or order, Five Hundred Pounds Sterling, value received, and charge the same to account of

F. BOWNE.

$200. (243.) NEWARK, N. J., Sept. 15th, 1885.

Received of Frederick Wilson, One Hundred Dollars, in full of all demands against him.

THOMAS JAMES.

$1,000. (244.) BUFFALO, August 1st, 1886.

Received of George R. Francis, One Thousand Dollars, to apply on account.

WM. HARBISON.

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245. BILL OF SALE.

KNOW ALL MEN BY THESE PRESENTS, that I, A. B. Johnston, of Dallas, for and in consideration of the sum of $300, in hand paid, at and before the sealing and delivery hereof, by C. D. Webster, of Dallas, the receipt whereof I do hereby acknowledge, have bargained and sold and by these presents do bargain and sell unto the said C. D. Webster, all goods, household stuff and implements of household, and all other goods whatsoever mentioned in the schedule hereunto annexed, now remaining and being in my possession. To have and to hold all and singular the goods, household stuff, and every of them by these presents bargained and sold unto the said C. D. Webster, his executors, administrators, and assigns for ever; and I, the said A. B. Johnston, for myself, my executors, and administrators, all and singular, of the said goods, unto the said C. D. Webster, his executors, administrators and assigns, and against all and every other person and persons whatsoever, shall and will warrant and forever defend by these presents, of which goods I, the said A. B. Johnston, have put the said C. D. Webster in possession on the sealing hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 15th day of December, one thousand eight hundred and eighty-five.

A. B. JOHNSTON. [L.S.]

Signed, sealed, and delivered in presence of

F. D.

246. ARTICLES OF COPARTNERSHIP.

Articles of copartnership, made this 1st day of October, 1885, by and between W. Granger and F. Grover, both of the city of Cleveland.

The said parties hereby agree to form, and do form, a copartnership, for the purpose of carrying on a general grocery business, on the following terms and articles of agreement, to the faithful performance of which they mutually engage and bind themselves. The style and name of the copartnership shall be Granger and Grover, and shall commence on the 15th day of October, 1885.

Each of said parties agree to contribute to the funds of the partnership the sum of $1,500 in cash, which shall be paid in on or before the 30th day of October, 1885; and each of said parties shall devote and give all his time and attention to the business, and to the care and superintendence of the same.

All losses which may accrue to the said firm, whether from bad debts, depreciation of goods, or any other cause or accident, and all expenses of the business, shall be borne by the said parties equally.

All the purchases, sales, transactions, and accounts of the said firm shall be kept in regular books, which shall be always open to the inspection of both parties, and their legal representatives, respectively. An account of stock shall be taken, and an account between the parties shall be settled as often as once a year, and as much oftener as either party may desire and in writing request.

Neither of the said parties shall subscribe any bond, sign or endorse any note of hand, accept, sign, or endorse any draft or bill of exchange, or assume any other liability, verbal or written, either in his own name or in the name of the firm, for the accommodation of any other person or persons whatsoever, without the consent in writing of the other party; nor shall either party lend any of the funds of the copartnership without such consent of the other party.

Neither party shall be engaged in any other business, nor shall either party withdraw from the joint stock any more than $100 per month, or $1,200 per year.

On the dissolution of this copartnership, if the said parties or their legal representatives cannot agree in the division of the stock then on hand, the whole copartnership effects, except the debts due the firm, shall be sold at public auction, at which both parties shall be at liberty to bid and purchase like other individuals, and the proceeds to be divided after paying the debts of the firm.

For the purpose of securing the performance of the foregoing agreements, it is agreed that either party, in case of any violation of them or either of them by the other, shall have the right to dissolve this copartnership forthwith on his becoming informed of such violation.

IN WITNESS WHEREOF, the said parties have hereto set their hands and seals the day and year first above written.

W. GRANGER. [L.S.]
F. GROVER. [L.S.]

247. POWER OF ATTORNEY.

KNOW ALL MEN BY THESE PRESENTS, that I, C. Darling, of Omaha, do hereby make, constitute and appoint F. Ames, of New York, my true and lawful attorney, for me and in my name to sell, transfer, and assign 500 shares of stock, standing in may name on the books of the West Shore R. R. Co., in the city of New York, with power also to appoint an attorney or attorneys under him for that purpose to make and substitute, with like power, and to do all lawful acts requisite for effecting the premises ; hereby ratifying and confirming all that my said attorney, or his substitute or substitutes, shall do therein by virture of these presents.

In witness whereof, &c.

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248. FORM OF WILL.

KNOW ALL MEN BY THESE PRESENTS, that I, Thomas Burton, in the county of Orange, and State of New York, gentleman, being in good health, and of sound and disposing mind and memory, do make and publish this my last will and testament, hereby revoking all former wills by me at any time heretofore made.

FIRST. I hereby constitute and appoint my wife, Emma S. Burton, to be sole executrix of this my last will, directing my said executrix to pay all my just debts and funeral expenses, and the legacies hereinafter given, out of my estate.

SECOND. After the payment of my said debts and funeral expenses, I give to each of my children, Alice H. and Ella S. Burton, the sum of ten thousand dollars, to be paid to each of them as soon after my decease, but within one year, as conveniently may be done.

THIRD. And for the payment of the legacies aforesaid I give and devise to my said executrix all the personal estate owned by me at my decease, and so much of my real estate as, when sold by leave of the court of probate, will be sufficient, in addition to the said personal estate herein given, to pay the said legacies.

FOURTH. I give to my said executrix, all my household furniture and wearing apparel, for her sole use.

FIFTH. I devise to my executrix all the rest and residue of my real estate, so long as she shall remain unmarried, and my widow, with remainder thereof, on her decease or marriage, to my said children and their heirs, respectively, share and share alike.

In testimony whereof, I hereunto set my hand and seal, etc.

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249. BILL OF LADING.

SHIPPED, in good order and well conditioned, by B. Fowler & Co., in and upon the good ship called the "Sea Gull," whereof is master for this present voyage Jacob Hazen, and now riding in the North River, and bound for

Glasgow, fifteen hundred barrels of headlight oil, being marked and numbered as in the margin, and are to be delivered in like good order and well conditioned, at the aforesaid port of Glasgow, the dangers of the sea only excepted, unto Mr. Thomas Donnald, or his assigns, he or they paying freight for the said goods, twelve dollars per ton, with primage and average accustomed. In witness whereof the master of the said ship hath affirmed to three bills of lading, all of this tenor and date, one of which bills being accomplished, the others to remain void.

J. D.
B. F. & Co.

JACOB HAZEN.

New York, October 5th, 1885.

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250. FORM OF MERCANTILE AGENCY REPORT.

F.——54——M——206——Sept.——6——'84.

The Real Estate and Loan Agency owned and controlled by A. R. Bailey, at No. 53 Park Row, is in a sound financial condition, and is rapidly extending its placement and prestige.

The assets of the business, real and nominal, are as follows:

New York City real estate, unincumbered,	$20,000
New Jersey " " "	16,000
Westchester " " "	6,000
Average bank balance,	6,000
Bank stock,	4,500
Securities, bonds, and mortgages,	33,000
Household and office furniture.	5,500
	$91,000
Book accounts, good,	32,000
	$123,000

Mr. Bailey's liabilities do not exceed $6,000. He never needs nor asks more than ordinary commercial credit, *i. e.*, settlements monthly. His bills are promptly met.

Mr. Bailey places over $450,000 loans annually, and his income or profits from his business is closely estimated at $25,000 per annum.

LAW FORMS.

251. In the arrangement of law forms there is ample opportunity for display of skill and artistic taste. The simplest forms are generally most pleasing to the eye and more quickly made. Do not be too lavish in display of red ink underscoring: words and sentences can be made just as emphatic by a judicious use of capital letters and paragraphing. The ornamental border, or "box," which surrounds the title of a case, is usually made in one of the styles given below. The horizontal lines are made with hyphens, in preference to the underscore, and with a space between each: the perpendicular lines are either made with a parenthesis or colon, according to the fancy of the writer. Beginners will be less likely to make mistakes by writing the title first, and then turning the roller backward several spaces, and make the first line of border, which usually ends with an X on 30 or 35 of the scale. Then, with the fingers, turn the roller forward a single space, and move the carriage back one point; depress the space-key, and hold it down to prevent the carriage from moving, and strike a parenthesis or colon; then turn it another point, and strike a colon, and so on, until the required number is made. Then draw the carriage back to the beginning of the scale, and make a line of hyphens to within one space of the final letter X, which completes the border. When you become familiar with the work, the border may be made as each line is written. Practice on the following titles until they can be written with correctness and facility:

At a Special Term of the Supreme Court of the State of New York held at the Court House in Schenectady, in the County of Schenectady, on the 17th day of February, 1883.

Present.--Hon. J. S. Landon, Justice.

- - - - - - - - - - - - - - - - - - - x
)
The People of the State of New York)
)
against) ORDER--No. 72.
)
The Globe Mutual Life Insurance Com-)
pany.)
)
- - - - - - - - - - - - - - - - - - - x

SUPREME COURT--Dutchess County.

- x
)
Thomas W. Burdett,)
Plaintiff and Respondent,)
) Proposed Case
) on
Against) Appeal.
)
The Reading R. R. Company,)
Defendant and Appellant.)
)
- x

SUPREME COURT--GENERAL TERM.
DUTCHESS COUNTY.

Peter Riley,
Respondent,
against
The Phoenix Insurance Company,
Appellant.

2

N. Y. SUPREME COURT.
Trial Desired in Dutchess County.

Peter Riley
agst.
Phoenix Insurance Company.
Summons.

To the above-named Defendant:
You are hereby summoned to answer the complaint, &c.

3

SUPREME COURT.

James Fisk, Jr.,
agst.
The Union Pacific Railroad Company and others.
Affidavit.

City and County of New York, ss.:
Edward Ensign, being duly sworn, says:
1. I am managing clerk in the office of Field & Sherman, plaintiff's attorneys, &c.

4

SUPREME COURT--City and County of New York.

James Fisk, Jr., Plaintiff,
agst.
The Union Pacific Railroad Company, The Credit Moblier of America, Oliver Ames, Thomas C. Durant, Cornelius S. Bushnell, John Duff, John J. Cisco, H. S. McComb, Sidney Dillon, Benjamin E. Bates, and others.
Injunction.

SUPREME COURT.

The People ex rel. The New York and Harlem Railroad Company
against
Hiram Rogers, Myron Hamblin and Lysander Morehouse, Assessors of the Town of North East.
Before Justice J. F. Barnard.

Appearances.

For Relator: R. F. Wilkinson and E. W. Simmons, Esqs.

For Defendants: W. I. Thorn and M. A. Fowler, Esqs.

NEW YORK SURROGATE'S COURT.

In the Matter of the Papers Propounded as the Will and Codicil of Edward Boyle, Deceased.	ARGUMENT FOR CONTESTANTS.

FACTS.

Edward Boyle, the decedent, was married to Mary, daughter of Thomas McMullen, Esq., in or about the year 1861. One child was born of this marriage, who died in early infancy.

On October 17th, 1866, the decedent made his Will, which is the first of the papers propounded, by which his said wife, Mary, is made his sole devisee, legatee, and executrix.

Within a month thereafter, viz., on November 16th, 1866, his wife, Mary, made a similar Will, making her husband sole devisee, legatee, and executor.

On February 4th, 1876, in the afternoon of the day before his departure for Europe, he made the Codicil, which is the second paper propounded, and which is written on the same sheet of paper with the Will.

On February 5th, 1876, he sailed from New York for Europe, accompanied by his wife, and on April 12th, 1876, his wife, Mary, died in the City of Paris, and in three days thereafter, viz., on April 15th, her husband also died in the same City.

It appears in evidence, and is uncontroverted, that the decedent, when he left for Europe, was a man of splendid physique, in excellent health, and at the very zenith of life. His age was forty-five at his death. It does not appear that his wife was otherwise than healthy at the time of their departure.

No executor being named in the Codicil, the Very Rev. Dr. Quin, Vicar-General of the Roman Catholic Archdiocese of New York, propounds for probate the two papers above mentioned, and asks that letters of administration, with the Will annexed, be granted to him, averring that he is the superior of the House of the Good Shepherd, the institution named in the Codicil.

It appears that this institution is a corporation incorporated under the laws of this State, authorizing the incorporation of benevolent societies, passed in 1848; and that Dr. Quin is not a corporator, officer, or trustee of the corporation; and that his only connection with it is a kind of supervisory power not conferred by law or by the act of the corporation, but derived exclusively from authority conferred upon him by Cardinal McCloskey in his capacity of Archbishop. * * *

Ferdinand S. Hopkins, as Trustee of the Madison Avenue Congregational Church, against John P. Newman James H. Seymour, Joshua S. Cooley, Sheppard Knapp, James R. Breer, Christopher Meyer, Alexander Nicoll, Ulysses S. Grant, Jacob Berlin, and the Madison Avenue Congregational Church.	AFFIDAVIT.

City and County of New York, ss.:

Gideon S. Palmer, of said City and County, being duly sworn, deposes and says, that he has resided in the City of New York continually since the year 1870, and has been a member of the Madison Avenue Congregational Church eve since its organization, having joined it when it was known as the "Church of the Disciples," and was worshipping in Steinway Hall. That the Church very shortly after its organization sought recognition and active fellowship with other Congregational churches, and, finally, pursuant to a vote of the Church members had its name changed to its present title, as the one at first adopted did not express its position denominationally.

That, at the regular annual meeting of the said Church, held in the month of January, 1884, deponent was duly elected a deacon of the said Church, which office he still continues to hold. That he was present at a meeting of the said Church, held in the vestry of the Church edifice, on the 1st of January, 1884, and attended the said meeting by reason of a call for a meeting of Church members only, which he had heard read from the pulpit of the said Church on the Sunday previous thereto. That at the said meeting, held on January 1st, 1884, there were a large number of persons present whom this deponent personally knew not to be members of the Church, and a number of persons whom the deponent personally knew not to be members either of the Church or society. That these persons persisted in participating in voting, and interfered in the affairs of the meeting by attempting to elect a chairman of their own, contrary to the wishes and votes of a very large majority of the members of the Church. That these persons, not members of the Church, and some of them not members of the Church or society, by noisy demonstrations, catcalls, and shouting, rendered impossible the orderly transaction of any business by the Church members. That deponent personally saw Shepherd Knapp, James H. Seymour, Joshua S. Cooley and J. Trumbull Smith, the clerk of the Board of Trustees, present at said meeting, and aiding and abetting the said persons creating the disturbance aforesaid and advocating and endeavoring to secure the election of a chairman. * * *

SUPREME COURT COMMISSION
OF OHIO.

THE PITTSBURGH, CINCINNATI & ST. LOUIS RAILWAY COMPANY,
against
WILLIAM SNIDER.

ERROR TO THE DISTRICT COURT OF FAYETTE COUNTY.

OPENING BRIEF OF PLAINTIFF IN ERROR.

The defendant in error, May 23, 1873, loaded two double-decked cars at the depot of the plaintiff in error, in the town of Washington, Fayette County, with two hundred and twenty-eight head of live fat hogs, owned by him, to be thence transported in said cars to Zanesville, Muskingum County. The ultimate destination of the hogs was Baltimore, Maryland. The object of shipping the hogs was to sell them at Baltimore.

The following special contract was entered into by the parties at the time the hogs were shipped:

"CINCINNATI & MUSKINGUM VALLEY DIVISION,

WASHINGTON STATION, May 23, 1873.

Shipped, on board the cars of the C. & M. V. Railway, the following property, to be delivered at Zanesville station, for Snider, upon the following conditions, to wit: The owner or shipper to be at the risk of all damage, injury, or loss, which may happen to said property in loading and unloading the same, or by suffocation, or for injury done by the animals to each other, or to themselves, or by their escaping, or for any depreciation of value occasioned by delay from failure of machinery, obstructions, or injury to the track or bridges, or any accident rendering the movement of trains unsafe. In consideration of the owner or shipper's agreeing to the foregoing conditions, freight will be charged at ....

Consignee: WILLIAM SNIDER, Baltimore.	Property: 2 D. D. 228 Hogs.

Witness their hand and seal.

S. F. JOHNSON, Agent. Shipper: WM. SNIDER. [SEAL.]"

SUPREME COURT.

The People of the State of New York, against The Globe Mutual Life Insurance Company.	No. 72.

Gentlemen:

Please to take notice that on the annexed report of James D. Fish, Receiver, we shall move the Court, at Special Term, to be held at the Chambers thereof, at the Court House, in the City of Schenectady, on the 17th day of February, 1883, at two o'clock in the afternoon, or as soon thereafter as counsel can be heard, for an Order, a copy of which is herewith served upon you.

Dated, New York, February 12th, 1883.

Yours, &c.,

WINGATE & CULLEN,
Attorneys for Receiver,
20 Nassau St, New York.

To
Hon. Leslie W. Russell, Attorney General,
Messrs. Foster & Thomson,
" William & Aug. Van Wyck,
" Knox & MacLean,
" Sewell & Pierce,
E. R. Meade, Esq.,
Attorneys for Intervening Policy Holders,
C. T. Lewis, Esq., Attorney for Defendant,
Hon. A. A. Yates, Attorney for Supt. of Insurance.

At a Special Term of the Supreme Court, held at the Court House, in the City of Schenectady, on the 17th day of February, 1883.

Present:
Hon. J. S. Landon,
Justice.

The People of the State of New York, against The Globe Mutual Life Insurance Company.	ORDER. No. 72.

On reading and filing the annexed Report of Sale of James D. Fish, as Receiver of the Globe Mutual Life Insurance Company, and notice

that the same would be presented to the Court, and proof of due service of said Report and Notice on the Attorney General of the State of New York, the Attorney for the Insurance Department, and on Messrs. Wm. & Aug. Van Wyck, Foster & Thomson, Knox & MacLean, Sewell & Pierce, E. R. Meade, William Barnes, William D. Whiting, and Lucius McAdam, Attorneys for intervening policy holders, and upon C. T. Lewis, Esq., Attorney for the defendant,

NOW, AFTER HEARING,

ON MOTION of Wingate & Cullen, Attorneys for said Receiver,

IT IS ORDERED, that the sale made by James D. Fish, as Receiver of the Globe Mutual Life Insurance Company, of the real estate hereinafter described, to D. A. Hedges, for nine thousand five hundred and fifty ($9,550) dollars, be and the same hereby is confirmed.

AND IT IS FURTHER ORDERED, that said James D. Fish, as such Receiver as aforesaid, be and he is authorized and directed, upon payment to him of the purchase of said premises, by D. A. Hedges, his heirs or assigns, to deliver to said D. A. Hedges, his heirs or assigns, a good and sufficient deed to all that certain lot of land, situate in the City of New York, and bounded as follows: Beginning at a point on the south side of One Hundred and Thirty-first street, about ninety-two feet six inches west of the southwest corner of One Hundred and Thirty-first street and Madison avenue; thence running south, parallel with Madison avenue, ninety-nine feet eleven inches; thence west, parallel with One Hundred and Thirty-first street, seventeen feet six inches; thence north, parallel with Madison avenue, ninety-nine feet eleven inches, to the south side of One Hundred and Thirty-first street; and thence east, along the same, seventeen feet six inches, to the point of beginning. * * * * * * * * * * *

N. Y. Superior Court, Part 2.

John F. Barry,

vs.

The Metropolitan Elevated R. R. Co.,

Jay Gould, Cyrus W Field, et al.

Before Judge Van Brunt and a Jury.

New York, March 5th, 1866.

APPEARANCES.

For Plaintiff:

Bangs and Stetson, Esqs.

For Defendants:

Everts, Southmayd & Choate.

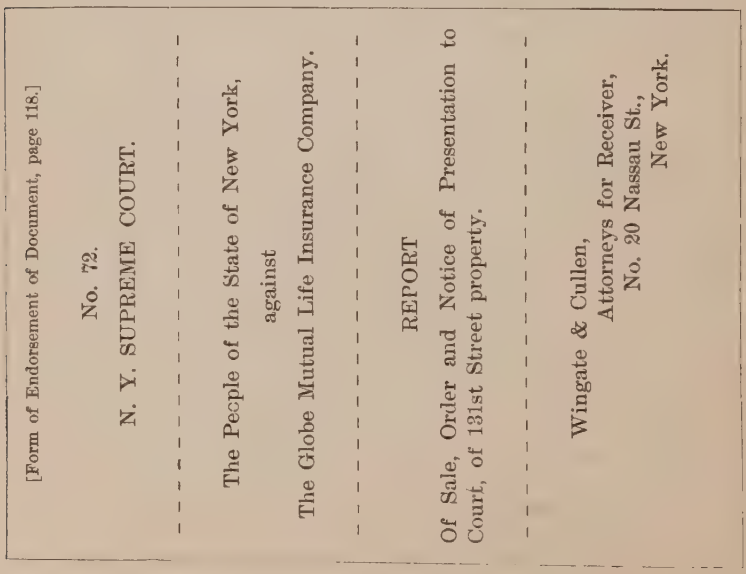
FOLDING LAW PAPERS.

252. This may seem a matter so simple as scarcely to deserve attention, yet the fact remains that very few can fold a legal document correctly at first sight.

Open the paper before you as in reading, with the left hand holding the top of the page and the right hand the bottom. Then turn the sheet up so that the lower and upper edges meet, and with the left hand hold the edges together while with the right a crease is made in the fold so that the paper will be perfectly flat. Fold the paper as before, and crease the fold again. Then, without releasing the hold of the left hand, bring the paper with the right hand around towards the body; the end held by the left hand will be the head, or proper place to commence the title. If the backing sheet, or covering, is to lap over at the top, it should be folded to within an inch and a half only of the upper edge, so as to leave sufficient margin to turn over. If this is not done, the endorsement, when the paper is folded, will not register.

To place the paper in the machine, unfold it one-half. It will not be wide enough to catch under the rubber bands, so the envelope holder should be pressed down to keep it in place. In writing the title, the lines must not extend beyond the creases made by the fold in the paper.

Another way: Lay a page of legal cap before you on a table. Mark the top of the page A, the middle B, and the bottom C. Then bring the bottom up so C will be over A; then fold it again so B will be over A and C, and bring the paper around towards the body.


[Form of Endorsement of Document, page 118.]

No. 72.

N. Y. SUPREME COURT.

The People of the State of New York,
against
The Globe Mutual Life Insurance Company.

REPORT
Of Sale, Order and Notice of Presentation to Court, of 131st Street property.

Wingate & Cullen,
Attorneys for Receiver,
No. 20 Nassau St.,
New York.

TRIAL.

United States vs. John H. Surratt.	In the Criminal Court of the District of Columbia, No....

APPEARANCES.

For the United States: District Attorney, E. C. Carrington, and Asst. District Atty., N. Wilson, Esqs.; Associate Counsel, Edwards Pierrepont and A. G. Riddle, Esqs.

For the Prisoner: Messrs. Joseph H. Bradley, R. T. Merrick, and J. H. Bradley, Jr., Esqs.

The Court said: Gentlemen, this is the day assigned for the trial of John H. Surratt, indicted for the murder of Abraham Lincoln, late President of the United States. Are you ready to proceed?

Mr. Bradley: The prisoner is ready, sir, and has been from the first.

The District Attorney: If your honor please, I am happy to announce that the Government is ready to proceed with the trial.

June 13, 1867.

The Court was opened at 10 o'clock, when the clerk proceeded to call over the names of the talesmen summoned yesterday, in accordance with the direction of the Court.

William H. Tenney, duly sworn and examined upon his *voire dire*, as follows:

By the Court:

Q. Have you formed or expressed an opinion in relation to the guilt or innocence of the prisoner at the bar, John H. Surratt?

A. I have.

Q. You have both formed and expressed an opinion?

A. I have.

Q. Under the oath you have taken, do you say to the Court that the opinion, so formed and expressed, would bias or prejudice your judgment in rendering a verdict as to the guilt or innocence of the prisoner after having heard all the testimony in the case?

A. I think I could give as good a verdict as if I had never heard of Surratt.

Q. Have you conscientious scruples against rendering a verdict of guilty where the punishment is death, provided the evidence be such as would satisfy you of the guilt of the party accused?

A. I have none.

Q. But you say you have formed and expressed an opinion as to the guilt or innocence of the party accused.

A. I have.

BY THE DISTRICT ATTORNEY:

Q. Will you state when and to whom you have expressed that opinion?

A. I have expressed that opinion generally, in conversation with my family.

Q. Upon what evidence was this opinion based?

A. Not upon any evidence, but upon common report, such as Surratt's leaving the country.

Q. Is that all?

A. That is all. Not upon any knowledge of the facts of the case, or from hearing any evidence in relation to it. Upon common report, such as Surratt's escaping from the country.

BY MR. BRADLEY:

Q. Have you not talked very freely on the subject, and expressed your opinions very decidedly?

A. I do not think I have expressed any opinion publicly. It has been in casual conversation with my family. It may be possible that I have expressed it to others than to members of my family, but I do not think I have.

THE COURT: I think, under the ruling of Judge Marshall, in the case of Burr, this juror is exceptionable.

THE DISTRICT ATTORNEY: I hope before ruling definitely upon that question the Court will hear argument upon it.

THE COURT: I have no pride of opinion upon the subject, and am ready to hear argument upon it. Mr. Tenney will stand aside for the present.

NICHOLAS ACKER was called, and, being duly sworn, was examined on his *voire dire*, as follows:

BY THE COURT:

Q. Have you formed an opinion in regard to the guilt or innocence of the prisoner at the bar?

A. I have.

Q. When did you form that opinion?

A. As far back as the conspiracy trials. I read the book on it.

Q. Is that opinion so strong as to affect your impartiality as a juror in the trial between the United States and the prisoner at the bar?

A. I do not know that it would on the evidence.

Q. Have you any conscientious convictions against the lawfulness of capital punishment?

A. No, sir.

THE COURT: He is a competent juror.

BY MR. PIERREPONT:

Q. You are an American citizen, are you not?

A. Partly so and partly not. (Laughter.) I was born in Germany.

Q. You have been made a citizen?

A. Oh yes, sir. I will state, however, that I cannot very well serve as a juror because I am not in good health, as you will see by that note.

THE COURT: (After reading the note referred to by Mr. Acker.) He is afflicted with rather a curious disease. Dr. Garnett certifies that he is at present under his professional care; that he is troubled with a disease of the stomach, which produces at intervals sudden rushings of blood to the brain, educing attacks of somnolency, which are irresistible, and oblige him for the moment to go to sleep.

MR. BRADLEY: Were you not discharged from a jury in the Civil Court on that account?

A. Yes, sir; pretty much on that account. I told the judge how I was afflicted.

THE COURT: Mr. Acker, you are excused. It won't do to go to sleep on this trial.

* * * * * * * * * * * * *

ADDRESS TO THE JURY.

MONDAY, June 18, 1867.

CRIMINAL COURT—Associate Justice FISHER, presiding.

The Court was opened at 10 o'clock. The clerk proceeded to call the names of the jurors empaneled on Saturday, when they all responded.

MR. NATHANIEL WILSON, Assistant District Attorney, then addressed the jury as follows:

MAY IT PLEASE YOUR HONOR AND GENTLEMEN OF THE JURY: You are doubtless aware that it is customary in criminal cases for the prosecution, at the beginning of a trial, to inform the jury of the nature of the offence to be inquired into, and of the proof that will be offered in support of the charges of the indictment. By making such a statement I hope to aid you in clearly ascertaining the work that is before us, and in apprehending the relevancy and significance of the testimony that will be produced as the case proceeds.

The Grand Jury of the District of Columbia have indicted the prisoner at the bar, John H. Surratt, as one of the murderers of Abraham Lincoln. It has become your duty to judge whether he be guilty or innocent of that charge—a duty than which one more solemn or momentous never was committed to human intelligence. You are to turn back the leaves of history to that red page on which is recorded in letters of blood the awful incidents of that April night on which the assassin's work was done on the body of the chief magistrate of the American Republic; a night on which, for the first time in our existence as a nation, a blow was struck with the fell purpose of destroying not only human life, but the life of the nation, the life of liberty itself. Though more than two years have passed by since then, you scarcely need witnesses to describe to you the scene in Ford's Theatre as it was visible in the last hour of the President's conscious life. It has been present to your thoughts a thousand times since then. A vast audience

were assembled, whose hearts were throbbing with a new joy, born of victory and peace, and above them the object of their gratitude and reverence—he who had borne the nation's burdens through many and disastrous years—sat tranquil and at rest at last, a victor indeed, but a victor in whose generous heart triumph awakened no emotions save those of kindliness, of forgiveness, and of charity. To him in that hour of supreme tranquility, to him in the charmed circle of friendship and affection, there came the form of sudden and terrible death.

Persons who were then present will tell you that, about twenty minutes past ten o'clock that night, the night of the 14th of April, 1865, John Wilkes Booth, armed with pistol and knife, passed rapidly from the front door of the theatre, ascended to the dress circle, and entered the President's box. By the discharge of a pistol he inflicted a death wound, then leaped upon the stage, and passing rapidly across it, disappeared in the darkness of the night.

We shall prove to your entire satisfaction, by competent and credible witnesses, that at that time the prisoner at the bar was then present aiding and abetting the murder, and that at twenty minutes past ten o'clock that night he was in front of the theatre in company with Booth. You shall hear what he then said and did. You shall know that his cool and calculating malice was the director of the bullet that pierced the brain of the President, and the knife that fell upon the face of the venerable Secretary of State. You shall know that the prisoner at the bar was the contriver of that villiany, and that from the presence of the prisoner, Booth, drunk with theatric passion and traitorous hate, rushed directly to the execution of their mutual will.

We shall prove to you that their companionship upon that occasion was not an accidental nor an unexpected one, but that the butchery that ensued was the ripe result of a long premeditated plot, in which the prisoner was the chief conspirator. It will be proved to you that he is a traitor to the government that protected him; a spy in the employ of the enemies of his country in the years 1864 and 1865, passing repeatedly from Richmond to Washington, from Washington to Canada, weaving the web of his nefarious scheme, plotting the overthrow of this government, the defeat of its armies, and the slaughter of his countrymen; and as showing the venom of his intent—as showing a mind insensible to every moral obligation and fatally bent on mischief—we shall prove his gleeful boasts that during these journeys he had shot down in cold blood weak and unarmed Union soldiers fleeing from rebel prisons.

When the last blow had been struck, when he had done his utmost to bring anarchy and desolation upon his native land, he turned his back upon the abomination he had wrought and sought refuge in flight.

We shall trace that flight, because in law flight is the criminal's inarticulate confession, and because it happened in this case as it always happens, and always must happen, that in some moment of fear or of elation, or of fancied security, he, too, to others, confessed his guilty

deeds. He fled to Canada. Still in disguise, with painted face, and painted hair and painted hands, he took ship to cross the Atlantic. In mid-ocean he revealed himself and related his exploits, and spoke freely of his connection with Booth in the conspiracy relating to the President. He rejoiced in the death of the President; he lifted his impious hands to heaven and expressed the wish that he might live to return to America and serve Andrew Johnson as Abraham Lincoln had been served. From England he went to Rome and hid himself in the ranks of the Papal army in the guise of a private soldier. Having placed the diameter of the globe between himself and the dead body of his victim, he might well fancy that pursuit was baffled; but by the happening of one of those events which we sometimes call accidents, but which are indeed the mysterious means by which Omniscent and Omnipotent Justice reveals and punishes the doers of evil, he was discovered by an acquaintance of his boyhood. When denial would not avail he admitted his identity, and avowed his guilt in these memorial words: "*I have done the Yankees as much harm as I could. We have killed Lincoln, the niggers' friend.*" There is no treaty of extradition with the Papal States; but so heinous is the crime with which Surratt is charged, such bad notoriety had his name obtained, that his Holiness the Pope and Cardinal Antonelli ordered his arrest without waiting for a formal demand from the American government. He escaped from his guard by a leap down a precipice—a leap impossible to any but one to whom conscience made life valueless. He made his way to Naples, and then across the Mediterranean sea to Alexandria, in Egypt. He was pursued, not by the "bloodhounds of the law" that seem to haunt the imagination of the prisoner's counsel, but by the very elements, by destruction itself. The inexorable lightning thrilled along the wires that stretched through the waste of waters that roll between the shores of Italy and the shores of Egypt, and spoke in his ear its words of terrible command, and from Alexandria, aghast and manacled, he was made to turn his face towards the land he had polluted by the curse of murder. He is here at last to be tried for his crime, and when the facts which I have stated have been proved, as proved they assuredly will be, we shall demand of you that retribution, though tardily, shall yet be done upon the shedder of innocent blood.

TESTIMONY.

MONDAY, June 17, 1867.

JOSEPH K. BARNES, Surgeon General United States Army, residence Washington City, was sworn and examined as follows:

BY THE DISTRICT ATTORNEY:

Q. Were you acquainted with Abraham Lincoln, late President of the United States?

A. I was.

Q. Were you called in your official capacity to visit him about the

14th of April, 1865? If so, state where it was, and what his condition was at the time?

A. I was called to visit him on the night of the 14th of April. I found him dying from the effect of a gunshot wound in the head. I remained with him until he died.

Q. State where that was?

A. At Mr. Peterson's, on the west side of 10th street, opposite Ford's theatre. I do not know the number of the house.

Q. Please go on and describe fully and accurately the character of the wound, and whether in your opinion, that wound caused his death?

A. The ball entered the skull to the left of the middle line, and below the line of the ear. It ranged forward and upward toward the right eye, lodging within half an inch of that organ. That wound was the cause of his death. He lived until twenty minutes past seven on the morning of the 15th. He was not conscious at any time after receiving the wound.

Q. Were you present when he died?

A. I was.

Q. It was at Mr. Peterson's, on 10th street, I understand you to say, where you were called to see him, in this city?

A. Yes, sir.

Q. You were not in the theatre that night?

A. No, sir.

Q. Were you present at the post mortem examination?

A. I was.

Q. State if upon the post mortem examination you discovered any new fact that you think it important to state to the jury, or whether it simply confirmed you in the belief that the wound was the cause of his death.

A. The post mortem examination merely confirmed my opinion of the night previous, that the gunshot wound was the cause of his death.

Q. Who were present at Mr. Peterson's house at the time you were first called in?

A. Dr. Stone, Dr. Lieberman, Dr. Tafts, Dr. Ford, some members of the cabinet and some officers of the army.

Q. Did you examine the bullet?

A. I did; but not with a view of ever recognizing it again.

Q. You can give some general description of it?

A. Yes, sir, I can give a general description.

Q. You do not know that you would be able to identify the particular bullet if you were to see it again?

A. No, sir.

Q. Can you express an opinion as to what sort of an instrument this was inflicted with?

A. I call it a gunshot wound, as we do all injuries inflicted by projectiles.

Q. Can you give any opinion as to the character of the instrument, whether it was large or small?

A. I think it was a wound from a pistol ball, at a very short range.

No Cross-examination.

James M. Wright, Chief Clerk Bureau of Military Justice, residence Washington, sworn and examined.

By the District Attorney:

Q. Will you examine the package on the desk before you and state if the articles contained therein were placed in your official custody; and if so, by whom and when, and whether they have been in your official custody from the time you received them until now?

A. These articles belong to the government, and have been in my official custody ever since the records of the conspiracy trial were sent to the office. These are exhibits which were then given in evidence. They are all marked. Here is a ball, and here is a part of the skull (witness removing paper covering around the articles as he referred to them). This is the pistol that came along with the other articles.

By Mr. Bradley:

Q. Who put these things in your custody?

A. Judge Holt. They came from the war department, I believe, after the decision of the commission was promulgated.

Q. Were the packages when you received them sealed or open?

A. They were all open just as they are now. They have various marks on the back of them which I never read.

Joseph K. Barnes, re-called.

By the District Attorney:

Q. Will you examine these two exhibits (handing witness certain articles enclosed in paper covering), and state if you ever saw them before. If so, when and where, and under what circumstances?

A. I recognize in one of these papers a fragment of bone that was taken out of Mr. Lincoln's head on the morning of the 15th of April, by Dr. Woodward, in the presence of Dr. Stone and myself. This in the other paper (holding in his hand a small piece of lead) I recognize most positively as the shred of lead that was found just inside of the wound, on the edge, and taken away by us. This (holding up a leaden ball) resembles most closely the ball. I could have described it so that you would have recognized it from its flattened curled edges. That was found in the position I have described, behind the orbit of the right eye, and buried in the brain.

Q. Did you see the pistol there?

A. I know the kind of pistol. I never saw this one here. That is the ball, however, for a pistol of this size. This ball is very much discolored. I made a cut upon it because it is made of very much denser lead than is generally used in balls. It is made of britannia rather than lead.

Q. Do you see that cut now?

A. I do not recognize it, it is so much discolored. I made no private mark on the ball.

By Mr. Bradley:

Q. Did I understand you to say you cut this ball?

A. I merely touched it with my knife. It has become black since then.

Q. You did not make any incision?

A. No, sir.

William F. Kent, residence Eighth street east, near D, Washington, sworn and examined.

By the District Attorney:

Q. Were you at Ford's theatre, in this city, on the night of the 14th of April, 1865?

A. I was.

Q. Examine this pistol and state whether you ever saw it before, or one similar to it?

A. I think it is the same pistol I picked up in the box the President occupied during the night of the 14th of April. I was present during the play; heard the shot, and saw the man jump out of the President's box. I ran around from the parquette to the box, which I entered. There were two men present who were in the act of lifting the President out of his chair and placing him on the floor. Some one helped a surgeon up from the stage, and he asked if any one present had a penknife. I handed him mine, and with that he cut the President's clothes open, examined the body, and turned him over to see where the wound was. Not discovering any on his body, he run his hand around his head, and then said, "Here is the wound; here is where he is shot," or words to that effect. After they had carried him out of the theatre, I went out also. As I was about to go into my boarding-house—I was then boarding on E street, near the theatre—I missed my keys. Thinking that in pulling out my penknife I might have pulled out the keys with it and dropped them in the box, I went back to the theatre and entered the box again. It was pretty dark, they having turned down all the gas, and I could not see. In moving around in the box I knocked my foot against something hard on the floor. I stooped down and picked up what proved to be this pistol. I immediately exclaimed, "I have found the pistol." Some person present told me to give it to the police. I did not see any there. Just then a man who represented himself as Mr. Gobright, agent of the Associated Press, came up, and, being vouched for by several persons, I gave the pistol to him. The next morning I identified it at the police station. This is apparently the same pistol. It was about the length of this one.

No Cross-examination.

Henry R. Rathbone Brevet Lieutenant-Colonel in the regular

army, and Assistant Adjutant General of Volunteers, residence Albany, New York, sworn and examined.

By the District Attorney:

Q. Did you know the late Abraham Lincoln, President of the United States? If so, state whether you saw him on the evening of the 14th of April, 1865, where you saw him that evening, and all that occurred from that time until he received his death wound.

A. I was well acquainted with the late President Lincoln, and was present with him on the night of the assassination.

Q. State all that then occurred.

A. On the evening of the 14th of April, at about twenty minutes past eight, I, in company with Miss Harris, left my residence, at the corner of Fifteenth and H streets, joined the President and Mrs. Lincoln, and went with them in their carriage to Ford's Theatre, on Tenth street. When we reached the Theatre, and the presence of the President became known, the actors stopped playing, the band struck up "Hail to the Chief," and the audience rose and received them with vociferous cheering. On entering the box, there was a large arm chair placed nearest the audience, and furthest from the stage, which the President took and occupied during the whole of the evening, with one exception, when he rose and put on his coat. When the scene of the third act was being performed, and while I was intently observing the performance on the stage, I heard the report of a pistol from behind me, and on looking around saw dimly through the smoke the form of a man between the President and the door. I heard him shriek out some such word as "Freedom." He uttered it in such an excited tone that it was difficult for me to understand what he said. I immediately sprung towards him and seized him. He wrested himself from my grasp, and, at the same time, made a violent thrust at me with a large knife. I parried the blow by striking it up, and received a deep wound on my left arm. The man sprung towards the front of the box. I rushed after him, but only succeeded in catching his clothes as he leaped over the railing of the box. I instantly cried out, "Stop that man!" I then looked towards the President. His position had not changed, except that his head was slightly bowed forward, and his eyes were closed. Seeing that he was insensible, and believing him to be mortally wounded, I rushed to the door for the purpose of getting medical aid. I found the door barred with a piece of wood—a heavy piece of plank—which was resting against the wall and against the centre of the door. The people on the outside were beating against the door. With some difficulty I removed the bar, and those who were there came in. When the wound had been discovered it was determined to remove him from the theatre, and I, with some assistance, went with Mrs. Lincoln to the house on Tenth street opposite the theatre.

Q. Who were in the box besides the President and yourself?

A. President Lincoln, Mrs. Lincoln, and Miss Harris. President Lin-

coln was sitting at that part of the box furthest from the stage and nearest the audience. Mrs. Lincoln was sitting nearest to him.

* * * * * * * * * * * * *

JOSEPH B. STEWART, residence Westchester county, New York, sworn and examined.

BY THE DISTRICT ATTORNEY :

Q. State to the jury whether you were at Ford's theatre, in this city, on the night of the 14th of April, 1865, and everything that occurred.

A. I was at Ford's theatre on the night of the 14th of April, 1865. I went in company with my sister and two other ladies, and occupied four seats directly in front of the orchestra. To illustrate what I want to say ; the theatre is divided by two aisles, one on the right and one on the left. I was seated in the left-hand corner chair (looking toward the stage) and on the right-hand aisle. I was in a position where I could see everything on the stage, and off at an angle could see the President and the company who were with him. I frequently noticed the box during the performance, and more than once had occasion to remark on the presence of the President, and his appearance. At the moment of the occurrence I am about to state there was a pause, a sort of interlude, when, while looking straight at the box, I saw a flash and heard the report of a pistol or gun, a clear report like that of a shotted gun. I saw, at the same instant, a man coming over the balustrade, and noticed the curl of smoke immediately above him, as he was in a crouching position, in the act of leaping out of the box. As he cleared the box I heard him exclaim, "*Sic semper tyrannis!*" That exclamation had escaped his lips before he reached the stage below. This person came down to the stage with his back to the audience, crouched as he fell, and came down upon his knee with considerable jar, but rose instantly with his face turned full upon the audience. I noticed at the same instant that he held a very large knife in his hand. I stepped into the chair I occupied and jumped over on the stage, keeping my eyes distinctly on the movements of this man, who I thought I recognized. I saw him disappear in the passage leading to the rear of the building. When I reached the door I heard the tramping of the feet of a horse outside, and my attention was fixed upon the movements of the man mounting this horse. The horse was moving with a sort of jerking, agitated gate, as a horse would do if spurred or touched at the instant of mounting. I approached immediately with the intention of taking the rein—a stride further and I might have got hold of the bridle. With an oath he brought his horse around so quick that his quarter came against my arm, so that I gave way towards the buildings. I demanded of the person to stop. I had no doubt in my mind at all who I was speaking to ; I believed I was speaking to John Wilkes Booth. He then crouched over the pomel of the saddle and rode furiously out of the alley. * * * * * * * *

EVERTSON J. CONGER, farmer, resident of Richland county, Ohio, called and examined.

BY MR. PIERREPONT :

Q. What was your occupation in 1865, in the month of April?

A. A soldier ; Lieutenant-Colonel First District Columbia Cavalry.

Q. Will you give to this jury an account of the capture of Booth ; describe your coming to Garrett's house?

A. We got to Garrett's house about 12 or 1 o'clock on the night of the 25th or 26th of April ; First Lieutenant Dougherty, and twenty-five or twenty-six cavalrymen, belonging, I believe, to the Sixteenth New York Cavalry, were with us ; also a man by the name of Rollins, also a young man by the name of Jett, who I found at Bowling Green, to show us where Garrett lived.

Q. What did you do when Jett conducted you to the house?

A. Put soldiers around it, and about the barn. Then went inside of the house to see where Booth and Herold were.

Q. Did you learn?

A. Yes, sir.

Q. Who told you?

A. I think his name was John H. Garrett, this young man who has just been sworn.

Q. State all that was said and done?

A. In coming to the house the men were on horseback ; when we got to the barn, in order to make it more secure, they were dismounted and the horses sent away to the rear. The men were stationed around the barn, about thirty feet from it, on three sides. The conversation which was held with those in the barn was conducted by Baker. It was commenced by him while I was putting men on guard around the barn, and I did not think it necessary to change it. I heard it and directed it principally. He said to the men in the barn : "We are going to send this young man, on whose place you are found, to take your arms and ask you to surrender." Garrett went into the barn and asked them to come out in order to save the barn from being burnt. They refused to do it, and I believe told him to go out or they would shoot him. I heard Baker say to him, "If you don't come out we will set the barn on fire and burn you out." He asked for a few minutes to consider the matter.

Q. Did you give him a few minutes?

A. Yes, sir.

Q. What did you do after waiting a few minutes?

A. I told Garrett to pile some brush against the corner of the barn, to convey the impression that it was to be set on fire.

Q. What did Booth say to that?

A. Garrett told me that Booth came to the corner of the barn and told him if he valued his life to go away from there ; that if he did not he would shoot him.

Q. Did he go away.

A. Yes, sir ; I told him he need not put any more stuff there.

Q. What next in order did you do?

A. Booth said he was a lame man, a cripple; that if we would take fifty men and draw them back one hundred yards he would come out and fight us all. He wanted that we should give him fair play. Baker said we did not come there to have a fight; we simply came there to make them prisoners, and as such we expected to take them dead or alive. Booth said, "There is one man in here who wants to surrender pretty bad." Baker told him to hand out his arms and come out. He came to the door, and I think said, "Let me out." Baker said, "You carried a carbine; pass it to me." Booth said, "This man has no arms; this carbine is mine; I have got it." I said to Baker not to make any more talk about the arms but to get the man out. He opened the door; Herold put his hand out and Baker took him outside the door. I went around to the back side of the barn made a little rope of straw, set it on fire, and thrust it inside on top of a little pile of straw lying in the corner, which set it on fire.

Q. After it was lighted could you see Booth very plainly?

A. Yes, sir; when it first lighted up Booth stood about the centre of the barn. As soon as the light attracted his attention he turned around and came up to the corner where the light was.

Q. What had he in his hand?

A. A carbine.

Q. This carbine here in court?

A. I think it was.

Q. In what position did he hold it?

A. In the position a man would naturally hold it if he was looking for something to shoot.

Q. What did he do?

A. He turned his eye on the fire to see, as I thought, whether he could put it out. He satisfied himself at a glance that he could not. It had burned very rapidly, so that the blaze then extended two-thirds to the top of the barn on the inside. He dropped his carbine and his arms, his countenance changed, and he turned and walked away. As soon as he had left the corner of the barn which had been set on fire, he came towards the front door. The front door was nearer to the position where I stood by one side than the other, but the ground about the door was smoother; and, in order to go up quick in the dark, I went around that way. When about opposite the middle of the barn, I heard the report of a pistol or of firearms. I supposed he had shot himself. I went around to the front door and found it open. Baker had gone in, and when I went to him stood partly bent down, looking at Booth, who lay on the floor, to all appearances dead. I stooped over and looked at him, and said he had shot himself. Baker said, "No, he did not." Said I, "Where is he shot?" He said he thought in the neck. I raised up his head and saw a wound in his neck bleeding. He had the appearance of a man who had put a pistol to his head and shot himself, shooting a little too low; and I said again, "He

shot himself." Baker said, "No, he did not." He spoke very positive about it. I thought it a little strange, rather, as if he doubted my word when he said so. However, we carried him out on the grass. Then he began to show signs of coming to life. We had water put in his face and mouth. He made an effort to speak, but was only partially intelligible. I put my head down to his mouth, and understood him to say, "Tell my mother I died for my country." I repeated it over again, and asked him if that was what he said. He replied, or rather indicated, "Yes." He was then carried to the front porch of Garrett's house, and laid on a straw tick or bed, I think. I think he said while he was there to tell his mother he did what he thought was for the best. He wanted to be turned over on his face, and had a sensation as of choking. He appeared to gasp, and wanted to get something out of his throat. He saw Jett standing a little way off, and said to me, "Did that man betray me?" I said, "We have taken him prisoner." I think he was shot very nearly at three o'clock, and died a quarter past seven. He was only rational about forty minutes or three quarters of an hour, though he lived some time afterwards.

Q. Will you state what articles you took from him?

A. This is the carbine he had. He had two pistols; I think they were the Wheeler & Wilson—two revolvers. My impression is they were seven-shooting pistols, of about six-inch barrel. He had a large bowie-knife, or hunting-knife, and sheath. Also, a diary, some bills of exchange on some bank in Canada, and a compass.

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253. WILLIAM L. BURT, called for the defendant, and, being duly sworn, testified as follows:

Q. Where do you reside?

A. In Boston.

Q. Are you engaged in any enterprise now in this state?

A. I am. I am president of several railroads in the state, and interested now in constructing a line through the state. At present I have a large force of men at work from Saratoga Springs to the Hudson River—some five hundred men and teams; and I am down here at a very great loss of time.

Q. Do you know Mr. Stearns, the plaintiff?

A. I have known him for several years.

Q. Did you, at any time, have any conversation with him about coming to your office in Boston?

Plaintiff's counsel objects to the testimony as improper, being an attempt to contradict the plaintiff's testimony on a collateral point.

Objection sustained.

Defendant's counsel excepted.

Q. Did you authorize Mr. Stearns to represent to Mr. Field that there was any connection with the Hoosac Tunnel Company to be obtained?

A. I did not.

Q. Were you connected with the Hoosac Tunnel Company?

A. I was president—organized the Company, and built the road.

Q. Had Mr. Stearns such relation with that Company that he was authorized to offer his connections with it as an inducement to anybody to enter into any combination with him?

THE COURT: You had better show first what the relations were.

Q. What were his relations, if any, to the Hoosac Tunnel Company?

A. He had no relations with the Hoosac Tunnel Company.

Q. Have you received any letters from Mr. Stearns during the time of these negotiations?

A. I have. It has cost me nearly twenty-four hours to find these letters. Here is the first letter, dated on the 30th of March, 1878; and here is a letter of April 1st, which was his answer to my first letter.

Letters of March 30th and April 1st, 1878, read in evidence, and marked Defendant's Exhibits O and P.

Q. Were you familiar with the various plans or schemes that were presented during these months for the reconstruction?

A. Yes, sir; I knew them all.

Q. Was there a plan adopted, or put out for adoption and signature, of the 13th of August, 1878? Look at that. (Hands witness Plaintiff's Exhibit No. 10.)

A. Yes, sir. That plan was put out after the joint meeting of the bondholders. * * * * * * * * * * *

Q. Is there any custom which makes services of the kind you have rendered, and which I know have been useful in many cases—makes them dependent on success—is that the rule?

A. In nine cases out of ten entirely so.

Q. Is it not the custom among gentlemen of your profession to depend upon success for their compensation?

Objected to as immaterial.

Objection sustained.

Exception taken.

RE-DIRECT.

Q. Do I understand you to say that when services are performed, there being no contingency upon success or condition upon success, that the rate of compensation was dependent upon success?

A. Oh, not at all.

Q. But on the facts stated in the hypothetical question—your answer applied to that?

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254. NATHANIEL WHITTEMORE, sworn on the part of the complainant, testified as follows:

Q. State what opportunities you have had for becoming familiar with the handwriting of Mr. Burns.

Objected to as irrelevant, incompetent, and immaterial.

A. I have seen him write a great many times. My attention was called more particularly to his handwriting at one time, at a session of the board of supervisors for this county, when, in canceling the orders that had been paid, an order was discovered which had been altered from seventy-five cents to ten dollars and seventy-five cents. We then compared certain relief orders, which were there in the office, which Mr. Burns had made as supervisor, and the writing on the altered order, with the figures on the order, and the writing was pronounced by all present, I think, to be the same on the altered order that we found in the volunteer relief orders.

Answer is also objected to as not responsive to the question.

Q. State if there is any peculiarity about the manner in which Mr. Burns makes any letters; and, if so, state what letters, and what peculiarities.

A. There is a peculiarity about certain letters he makes—the letter D. I never saw any other man make a D that resembled it. It would be very difficult to describe it in words.

Q. State whether you observed that peculiarity in that deed so shown you by Witthauer.

A. That peculiarity is what first attracted my attention.

Q. What was done with that deed at the close of your interview with Witthauer?

A. I told him to take it to the prosecuting attorney, and he left with the deed for that purpose. He asked me if he had better record it, and I told him he had better take it to the prosecuting attorney first.

This last part of answer objected to by counsel for Johnson, as not responsive to the question.

Q. Who was prosecuting attorney at that time?

A. Luther Beckwith.

The deed which was presented yesterday, and marked "May 14th, 1866, Exhibit One, John J. Wheeler, Commissioner," is here shown the witness, and he is asked:

Q. State whether this is the deed of which you have been speaking.

A. No, sir.

Q. When did you first see this paper now shown you?

A. Yesterday—at this place.

Q. What differences do you find between this instrument and the one shown you by Witthauer?

Objected to by counsel for Johnson as incompetent, irrelevant, and immaterial.

A. In the first place, it is a different handwriting throughout: next, that was signed Mary E. Stewart; this is not Mary E. Stewart. I don't see that peculiar "D" in this deed. I think the other deed was a smaller form than this—a smaller blank. I think it was wider than it was long—filled up the other way. In fact, I don't see any resemblance between this and the one shown me by Witthauer. The "P" in

N. P. Stewart's name is quite difierent here. I recollect the name of Dibble was incorrectly spelled, but I don't remember how it was spelled in that deed.

Q. State whether you are familiar with the handwriting of B. Witthauer, and how long and how intimately you have been acquainted with it.

Objected to as before.

A. I am. Been acquainted with it more or less since 1856, I think. I think he was in my employ in my store in 1856. For the last two years I have seen his handwriting almost every day—have seen him write a great deal.

Q. Look at the endorsement on the back of the paper last shown you, at what purports to be a certificate of registration, signed by B. Witthauer, deputy register, and state who wrote it, if you know.

Objected to as before.

A. I don't know who it was written by.

Q. State your opinion as to whether it is or is not the genuine signature of B. Witthauer.

Objected to as before, and also as leading.

A. My opinion is that it is not his handwriting—that he never wrote it.

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255. FREDERICK STAFFORD, M.D., a witness for the plaintiff, being duly sworn, testified as follows:

* * * * * * * * * * * * *

CROSS-EXAMINATION.

BY MR. STEARNS:

Q. When a person has rheumatism in one part of the body, say in the feet, is it not likely to appear in another part of the body the second time?

A. If a person is of a rheumatic diathesis, yes, sir, it is as likely to affect one part as another, with an exciting cause.

Q. What is an exciting cause—excitement?

A. Yes, sir; change of weather, over-exertion—over-taxation of the nervous system.

Q. Any exciting cause is likely to bring back rheumatism if it has once appeared?

A. If there be very strong predisposition.

Q. If a person is rheumatic?

A. Yes, sir; change of weather, getting the feet wet—vitality low.

Q. Would it be more likely to settle where there is a slight bruise, after exhaustion or overwork?

A. A slight bruise! Not necessarily.

Q. Take a heavy bruise?

A. Yes, sir.

Q. It would bring back rheumatism, would n't it?

A. That would depend on where that heavy bruise was. It would depend on how near a nerve, and how important a nerve that was

Q. Suppose it was near the plexus, or the nerve that you refer to?

A. That is the ulna nerve. If a bruise should be sustained at the elbow the ulna nerve would be very likely to be bruised. You could not sustain a very heavy injury there without including that nerve.

Q. Suppose that a woman fifty-three years of age, of good general health, and good fair condition, should receive a fall in a carriage, causing her to be thrown against the side of a carriage; that a child of about six years and a son of about twenty-five had been thrown against her, and her receiving thereby bruises on her arm, side, and hip, and dislocation of the shoulder, but no bones broken, and no break or cuts in the skin—would such injuries, if properly treated, be likely to lead to anything more than temporary pain, inconvenience, and disability?

A. Yes; if the brachial plexus was injured at the time of the dislocation. If not, the patient ought to recover in a very short space of time, say a week or two. But if the brachial plexus was injured, the patient would not so recover, however proper the treatment was.

Q. What is the brachial plexus?

A. The group or network of nerves in the axilla.

Q. Are you prepared to state that it was injured on that occasion?

A. Yes, sir.

Q. How do you know?

A. From the condition of the patient very shortly after. The condition of the injury is proof positive.

Q. Is there any way of telling by inspection of the arm whether the brachial plexus is injured?

A. Yes, sir.

* * * * * * * * * * * * *

PLAINTIFF RESTS.

The defendant's counsel then moved to dismiss the complaint on the following grounds:

(1.) That the plaintiff had failed to show any negligence on the part of defendant.

(2.) That there was not sufficient evidence of negligence to warrant a verdict against the defendant.

(3.) That plaintiff had failed to show what particular precaution defendant omitted or what act he had done which he might not lawfully do.

Motion denied.

Defendant excepts.

The defendant, to maintain the issues on his part, called as a witness

S. FLEET SPEIR, who, being duly sworn, testified as follows:

My full name is S. Fleet Speir. My place of business is No. 162 Montague street. My profession is that of physician and surgeon. I have practiced medicine and surgery about twenty years.

* * * * * * * * * * * * *

[When writing testimony on legal cap paper, *Q* and *A* are usually written outside of the marginal line.]

256. MARSHALL F. SPRINGER, plaintiff, sworn and examined.

BY MR. WILLIAMS:

Q. You are the plaintiff in this action?

A. Yes, sir.

Q. Please state, from the inventory, what goods were injured, and what the loss is from this gas explosion.

A. There were six clocks [we sold them at six dollars].

The part of the answer in brackets objected to.

BY THE COURT:

Q. Tell what they were worth.

A. They were worth six dollars; we estimate the damage on them at eighteen dollars. There were two alarm clocks that we sold at seven dollars;—one of them totally lost, estimated at seven dollars. Seven clocks, total loss, six dollars apiece, $42.00. We estimate the total loss of clocks alone at $74.00. There were two 18x40 glasses, which we valued at $12.00, and retailed them at that price.

Q. What is the loss on them?

A. $12.00—total loss, $12.00. There were three 18x36 glasses, all damaged. We sold them, with the frames, for six dollars. We had one sewing machine that was blown up entirely;—we valued it at $15.00. We lay idle for thirty-two days, and we estimate our damage at—

Objected to.

Sustained.

Q. How many days had you been open when this explosion occurred?

A. Just about three days.

Q. From the business that you did during the three days, can you estimate the profits which you would have received from your business, per day, afterwards?

Objected to.

Objection sustained on the ground of its being too remote.

Q. How long have you been in that kind of business?

A. Over a year.

Q. How many goods did you sell during the three days you were open?

Objected to.

Objection sustained.

CROSS-EXAMINATION.

BY MR. LOWN:

Q. Who came to make this gas connection?

A. I was not there at the time, but I learned it was one of the gas company's employees.

Q. Whom did you go to to order the gas put in?
A. I told Mr. Fenwick to go and get the gas man.
* * * * * * * * * * * * *

CHARLES W. TOMPKINS, a witness called for the defendant, being duly sworn, testified as follows:

RE-DIRECT.

BY MR. THOMPSON:

Q. Mr. Sherman, suppose that "Met. $10,000" there was the proceeds of these bonds, and that Mr. Dart brought down and got Geissenheimer's check for them, and afterwards deposited that check in the Fourth National—what, then, would that indicate?

Objected to by the plaintiff as being immaterial and improper.

Objection overruled.

Plaintiff excepts.

A. Cash would be $10,000 short.

Objected to by the plaintiff, who moves to strike out the answer as not responsive.

Motion denied.

Plaintiff excepts.

Q. The cash of the National Bank of Fishkill was not, in fact, $10,000 short on the 18th of November?
A. No, sir.

TRUMAN F. MILLER, a witness called for the plaintiff, being duly sworn, testified as follows:

EXAMINED BY MR. FOWLER:

This witness was sworn by Mr. Fowler, a notary public, by consent of all the parties present, the referee being absent.

Q. Mr. Miller, you were formerly in the employ of the Security Life Insurance and Annuity Company?
A. I was, sir.
Q. That Company suspended about when?
A. A receiver was appointed on the 14th day of December, 1876.
Q. And since then you have been in the employ of the receiver?
A. I have, sir.

Check book of the National Bank of the Commonwealth, from October 5th, 1872, to August 25th, 1873, shown to witness.

Q. Is that one of the books of the Security Life Insurance and Annuity Company, kept in the ordinary course of its business?
A. Yes, sir.
Q. Turn to the entry of November 16th, 1872, check No. 8974;—produce check also. [Paper produced.] Do you know the signature to that check?
A. I do, sir.

Q. That is the signature of Robert L. Case, the president?

A. Yes, sir.

Q. You produced that check from among the return vouchers of that institution?

A. Yes, sir.

Check offered and read in evidence by the plaintiff, and marked Plaintiff's Ex. 1, March 5th, 1879, and is as follows:

"No. 8974. New York, Nov. 16th, 1872.

"$5,000.

"National Bank of the Commonwealth, pay to the Fourth National Bank, or order, five thousand dollars.

"Wm. F. Waring, Robt. L. Case,

"Asst. Secretary. President.

[Endorsed on the back.] "Fourth National Bank, N. Y. Paid."

Q. What is the entry in the stub corresponding to that check? Read it, please.

Objected to by the defendants, on the ground that it is immaterial and improper, irrelevant and illegal.

Objections sustained.

Plaintiff excepts.

* * * * * * * * * * * * *

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257. M. J. BECKER testified as follows:

BY MR. CONVERSE:

Q. Please state your name, age, residence, and profession.

A. Name, M. J. Becker; age, 49 years; civil engineer by profession; residence, Pittsburg.

Q. What experience have you had in engineering?

A. I have been practicing the profession with, perhaps, the intermission of two or three years, for the last thirty years consecutively.

Q. Where have you practiced it, and how are you now engaged?

A. I commenced the practice of engineering in Europe, and, after coming to this country, at the age of 21, I became engaged, in a very short time after my arrival, on the old Steubenville & Indiana road, which is now a part of the present Pittsburg, Cincinnati & St. Louis road. I was then employed as a draftsman for a short time, and afterwards as assistant engineer in charge of construction and upon location of lines; and from that time to the present I have been almost uninterruptedly engaged on that line of railroad. For the last ten years I have been its chief engineer.

Q. What do you mean by that line?

A. I mean the line of railroad commonly known as the Pan-Handle.

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Q. If you have a span of 154 feet for the construction of an iron bridge, panels of 11 feet, vertical depth of 20 feet, width about 20 feet, 2 trusses, and you find the braces in such a bridge as that composed of

iron beams, known as I beams, 21 feet long, oblique, 6 inches by 4, and suppose that the braces were composed of a number of such I beams, fastened only with a stirrup in the centre around the counters and main braces, the stirrup to be composed of inch iron round bar, how would you calculate the strength of such a beam? I mean, how would you calculate it, as a beam 21 feet long, or as a beam one-half that length?

A. Taking the situation as presented, I would, in calculating the necessary dimensions of such braces, treat the columns as 21 feet long, and compute the necessary sections from that assumption. I wouldn't consider the mere strap, winding around and fastening in the centre at the point of intersection of the main braces with the counters, alone, as a sufficient safeguard against flexure in the middle. There is nothing to prevent the entire system, strapped together as it is, from yielding, at least in a lateral direction, from right to left, or vice versa, whenever a strain becomes sufficient to cause that lateral yielding. The straps might possibly prevent a tendency of movement in the direction of the bridge, but it wouldn't prevent any lateral movement bodily. It might also prevent a separation of the parts composing the struts by the yielding of the members outwardly. What I mean is this: Supposing, for instance, that the pressure applied on the top of the column would act in a direct line, and perfectly parallel to the members composing the column, and that the pressure would be sufficient to spread the members by bulging in the middle of their length, one-half of them bending to the right and the other half to the left—in such a case, the strapping around the point of intersection might act as a preventive; but if the pressure on top was any way oblique, tending to force the entire column bodily out of line, such strapping would, in my opinion, not be sufficient to prevent it. At any rate, I do not think it safe to take the effectiveness of these straps into account in calculating the resisting power of the column, and I would treat these braces as being of 21 feet length, and unprovided in the middle with means to prevent lateral flexure.

Q. Shall we understand you to say, then, that while such an arrangement around the centre braces might tend somewhat to strengthen them, yet a prudent engineer would not rely on such an arrangement to prevent deflection, and would not calculate upon it?

A. I do not wish to be understood as saying that these straps were wholly and entirely useless, for, if I were asked the question whether they would resist a tendency to separate the members and prevent their bulging and spreading outwardly, I would be compelled to answer that they would resist such a tendency, provided the line of pressure was perfectly parallel and coincident with the members of the brace; but it would not, in my opinion, be safe nor prudent to presume upon the chances of such a contingency. If the pressure would act in an oblique direction with sufficient force to deflect the brace to one side or another, the entire system would be pushed out of place together,

braces, straps, and all. A prudent engineer should provide in his calculations for the extremest cases that might arise, and not presume upon any doubtful chances in favor of security.

Q. What would you say as to the propriety of building a bridge for railroad travel, and over such a chasm as I have mentioned, to use oblique braces of wrought iron? Is that in accordance with the highest skill of engineers?

A. Well, I have never seen braces of wrought iron used in that form, at least not without such a connection of all the parts, between each other, as to act as one united strut or beam. Whenever wrought iron is used in the form of channel bars or I beams, they are always, in well-constructed bridges, bound together, generally with diagonally-arranged lattice-work, forming a triangular system of bracing, so as to act unitedly and to bring the entire surface into play.

Q. That would make each brace a truss of itself?

A. Yes.

Q. What is your recognized formula for calculating the strength of a beam such as I have mentioned—an I beam 6 inches by 4?

A. Well, there is a formula used in this connection that provides for the resistance to crushing, in connection with the tendency to lateral flexure. It is an old formula, that answers in most cases, called Gordon's, which takes into account both of these elements; but there are other formulæ, that have been developed from experiments made with the different forms of iron, and each form has a factor of its own, so that there is no one particular formula that applies to all cases. If a strut is made of hollow cast iron, circular in form, one formula might apply; another would apply to a square, and solid. There is no one particular form that would apply to all the cases; but in every particular instance this item of flexure must be taken into consideration in such lengths of beams as these.

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CHARGE TO THE JURY.

JUDGE DWINELLE stood up while delivering his charge, and the jury stood also. Perfect silence was preserved among the dense throng of spectators in the court room.

Gentlemen of the Jury: The prisoner at the bar was indicted by the Grand Jury of the City and County of San Francisco, and thereby charged with being guilty of the crime of murder, in the unlawful killing, with malice aforethought, of James Alexander, on the 3d of November of last year, by shooting him, through the agency of a pistol loaded and charged with powder and leaden ball. The indictment contains two counts: one charging the murder to have been committed in the City and County of San Francisco, and the other that the alleged murder was committed on board of the steam ferryboat El Capitan,

while that vessel was navigating the waters of the Bay of San Francisco, in the ferry service, from a point in Alameda County, known as Oakland Wharf, to the ferry landing on Davis Street, in this city and county. To this indictment the prisoner has pleaded not guilty, and you, gentlemen, under your oaths and the instructions of the Court as to the law, are called upon as jurors, from the evidence, to decide by your verdict as to her guilt or innocence of the crime charged against her. You, gentlemen, no doubt appreciate the magnitude of the duty you are called upon to perform—the most important of any that falls within the province of jurors; important not only to the prisoner, but, if she be guilty, to the protection, safety, and well-being of society. To the Legislature, under the Constitution, is delegated the power to enact laws defining crimes, and prescribing punishments to be inflicted upon those who shall be found guilty. Whatever may be the views of any or all of us upon the subject of the punishment that has been or may be fixed by law as a penalty for the commission of any crime, we are not responsible for the law; but it is our duty, under the circumstances, to carry the law into effect, and to administer it truly and fairly. It is the duty of the Court to state the law applicable to the case on trial, and to the facts and circumstances developed by the evidence; to decide what shall not be admitted as legal and competent evidence, and, generally, to regulate the conduct of the trial. It is the duty of the jury to take such evidence into consideration; to weigh it carefully; to apply their best judgment to the discovery of the truth, and, by their verdict, to declare it, without regard to the sex or social position of the party accused. The law in its policy makes no distinction between the murderess and the murderer;—they are alike amenable; and we should not contravene its design by such distinction, whereby the guilty may escape the full punishment provided by law:—and, while courts and jurors perform their respective duties, the law will be properly administered, and all within human power will be done for the detection and punishment of the guilty, and for the security and protection of the innocent. In the language of an eminent jurist, "We are not here to administer sympathy, but to execute justice; to carry into effect the laws of the land; to enforce its solemn mandates; and not to nullify or relax its positive commands by misplaced sympathy or morbid clemency." * * * * * * * * *

To convict any person of a crime under our laws, it should appear from the evidence that there was a union or joint operation of act, or intention, or negligence. "Intention is manifested by the circumstances connected with the perpetration of the offense, and the sound mind and discretion of the person accused." And our statutes provide that "a person shall be considered of sound mind who is neither an idiot nor lunatic, nor affected with insanity, and who hath arrived at the age of fourteen years, or before that age if such person knew the distinction between good and evil."

Under the indictment, if, in your opinion, from the evidence, and the

law as it will be given to you by the Court, you are justified in so doing, you can find the prisoner guilty of either murder in the first degree, murder in the second degree, or guilty of manslaughter.

The prosecution rely for the conviction of the prisoner upon the facts and circumstances proven, and her alleged confessions given in evidence, as having been made soon after the fatal injury was inflicted. It is, therefore, necessary that you should be particularly instructed as to the law applicable to circumstantial evidence, and the caution with which jurors should receive evidence of confessions alleged to have been made by persons accused of the commission of crime. Circumstantial evidence is founded on experience, obvious facts, and coincidences, establishing a connection between known and proved facts and the facts sought to be proven, and should be acted upon by jurors with great caution. To convict the prisoner upon the evidence of circumstances alone, it is necessary not only that all the circumstances concur to show that she committed the crime charged, but that they are all inconsistent with any other rational conclusion. It is not sufficient, when circumstantial evidence alone is relied upon, that the circumstances proven coincide with, account for, and, therefore, render probable, the hypothesis sought to be established by the prosecution, but they must exclude, to a moral certainty, every other hypothesis but the single one of guilt.

The distinction between direct or positive and circumstantial evidence is this: Direct or positive evidence arises where a creditable witness or witnesses called testify to a precise fact within their personal knowledge, while circumstantial evidence has its basis upon, and is made up from circumstances, coincidences, or relative facts, by which the fact sought to be proved—the taking of human life, for instance—can be arrived at and established as conclusively, positively, and directly, as if derived from the direct testimony of creditable witnesses. The true test as to whether, or not, evidence amounts to proof in criminal cases is, do the circumstances, or the facts and circumstances, proven, produce moral conviction to the exclusion of every reasonable doubt.

Voluntary confessions of the commission of crime, made by persons accused, are received in evidence upon the presumption that a person will not make an untrue statement against his own interest. Such confessions, however, for the reason, among others, that they may have been induced by fear, intimidations, threats, promises of escape, or assistance, or that the language of a witness testifying to a conversation in which the alleged confessions were made, may be inadvertently substituted for that of the accused, must always be received with great caution. The fact that a crime has been committed can not be proven by the extrajudicial confessions or the statements of the prisoner alone; there must be some evidence or corroborating circumstances tending to show a crime has been committed, aside from such confessions or statements—for instance, if the prisoner at the bar had confessed she mur-

dered the deceased in the manner alleged in the indictment, such confession of itself would not be sufficient to justify her conviction of the crime, unless other and corroborative evidence was introduced tending to show the alleged killing had been committed by some person. Confessions or threats made by a person when insane should not have any weight with, or be in any manner considered as evidence by a jury.

You will be careful not to mistake remarks of counsel for evidence; nor will you infer that an answer to a question objected to and not answered would have been either favorable or prejudicial to the prosecution or to the prisoner if the witness had been permitted to answer it.

If you have reasonable doubt as to the guilt or innocence of the prisoner of either of the crimes under which she may be convicted under the indictment, she is entitled to the benefit of such doubt. The term "reasonable doubt" should not be confounded with a mere possible doubt, for the reason that almost everything relating to human affairs, depending upon evidence, is open to some possible or imaginary doubt. A reasonable doubt, in contemplation of the law applicable to criminal cases, is a doubt arising from the evidence, either as to some material fact or circumstance undertaken to be proven, or as to the whole evidence adduced on a trial; not a mere uncertainty, nor a bare possibility that a fact or circumstance sought to be proven is not established, but an uncertainty which at least approaches the dignity of a doubt. The question is, whether, on your considering the case as rational men, you believe, beyond a rational doubt, a fair, reasonable doubt, commending itself to your understanding, that the prisoner is guilty and criminally responsible under the rules of law given to you by the Court. And if you do so believe, you should find her guilty. If you do not thus believe,—if you have a rational doubt upon this subject, as thus understood and interpreted—you are to give the prisoner the benefit of that doubt. If you find the prisoner guilty of murder, and have a reasonable doubt as to whether she is guilty of murder in the first degree or murder in the second degree, you will yield to such doubt, and find her guilty of murder in the second degree; and if you have a reasonable doubt as to whether or not the prisoner is guilty of murder or of manslaughter, you will give her the benefit of such doubt, and not convict her of a greater offense than manslaughter; and if you have a reasonable doubt as to whether or not the prisoner was guilty of any crime, let such doubt be thrown in her favor by a verdict of acquittal. It is not sufficient to establish a probability of guilt, though a strong one, arising from the chances that the fact charged is more likely to be true than the contrary; but the evidence must establish the truth of the fact to a moral certainty—a certainty that convinces and directs the understanding and satisfies the reason and judgment of those who are bound to act conscientiously upon it. If you have a reasonable doubt as to whether the pistol wound was the immediate and direct cause of the death of James Alexander, you should cast that doubt in favor of the prisoner. If the pistol shot wound was necessarily fatal

yet if the deceased had a disease which was also necessarily fatal, and you entertain a reasonable doubt as to which was the immediate and direct cause of death, the prisoner is entitled to the benefit of such doubt.

* * * * * * * * * * * * *

On behalf of the prisoner, it is insisted she should be acquitted, for the reasons as alleged, that she is not legally, morally, or otherwise, responsible for the killing of the deceased, James Alexander, if she did kill him; that she was insane when the mortal injury was inflicted; that she was unconscious at the time of the alleged shooting; that she was then unconscious of the act, and in such a state of mind, produced by hysterical mania, superinduced by organic disease, and incapable of harboring malice; that at the moment of discharging the fatal shot she was impelled to do so by an uncontrollable impulse, and was then unconscious of doing wrong—not legally responsible for the act, and not guilty of murder in the first or second degree, or of manslaughter; therefore, it is necessary that the law in reference to insanity and diseases of the mind applicable to homicide should be adverted to. The moral, as well as the intellectual, faculties may be so distorted by disease, or other cause, as to deprive the mind of its directing or controlling powers. Insanity has been defined as "unsoundness of mind;" an insane man as a "man of unsound mind;" yet, a person of unsound mind may commit a crime and be legally held responsible for its commission, unless his peculiar unsoundness of mind or monomania were involved, for the reason that his mind may be unsound on some subjects and sound upon others. As a general rule, an insane person is incapable of committing crime—but there are exceptions to the rule. A person sometimes insane, who has lucid intervals, or is so far sane as to distinguish good from evil, right from wrong, may commit crime and be legally held responsible. In reference to crimes in this State, "to establish a defense on the ground of insanity, it must be clearly proved that, at the time of the committing of the act, the party accused was laboring under such a defect of reason, from disease of the mind, as not to know the nature or quality of the act, or, if he did know it, that he did not know that he was doing what was wrong." Out statute, already referred to, which provides, "that a person shall be considered of sound mind who is neither an idiot, nor lunatic, nor affected with insanity, and who hath arrived at the age of fourteen years, * * * * if such person knew the distinction between good and evil," if not a definition—the word "insanity" being understood in its larger sense, as including idiocy, lunacy, and all other kindred forms of mental infirmity—it is the key to the explanation of insanity, as applicable to the criminal jurisprudence of this State, and effectually provides that no person is, or shall be, held responsible for any offense against the law, if he was naturally or otherwise an idiot, a lunatic, or affected with morbid, temporary, or permanent insanity, mania, monomania, dementia, or any mental disease or ailment, which deprived him of the

power of distinguishing between good and evil, right from wrong, at the time he committed the offense, whether his affliction of mind was natural, or the result of artificial or other causes. Therefore, you are instructed, that if you find from the evidence the prisoner committed the offense charged, and at the time she committed the same her mind was so far disordered or diseased that she was incapable of distinguishing good from evil, right from wrong, she was irresponsible, and should be acquitted; or if she was at the instant of the alleged shooting deprived of reason, though then in a semi-conscious state, the act in law was non-volitional, and she is not responsible; or, if she was at that instant unconscious, she is not responsible; nor is she legally responsible if she was so impelled to shoot the deceased by an uncontrollable influence, and was at the moment unconscious of doing wrong; and she is not responsible if by reason of her physical condition, superinduced from any cause, she became and was subject to violent frenzies and paroxysms of rage, in which her power of distinguishing between right and wrong was for the time destroyed or suspended, and the act charged was committed while in such a frenzy or paroxysm, and while such power to distinguish between right and wrong was destroyed or suspended; but you should not confound such a frenzy or paroxysm with a mere frenzy or paroxysm of anger or rage, when she did distinguish between right and wrong, and did know what she was doing. In determining the question of the prisoner's sanity or insanity, you can take into consideration any facts tending to show the prisoner's state of mind before or after the alleged shooting, her physical condition and ailments prior to that time, her former relations with the deceased, and the love, affection, or hatred, she may have entertained toward him during his life; whether or not there existed any motive to induce her to take his life, or whether she acted in a spirit of revenge; whether or not she shot the deceased to gratify a feeling of revenge she entertained against any other person than the deceased, or if she committed the act from mere wantonness. You can also, in determining the question of sanity or insanity, consider all the evidence given, either on behalf of the prosecution or the prisoner, and apply to the facts and circumstances developed your knowledge of human nature and the tendencies of the human mind, and thereby ascertain whether or not she was, at the time the mortal wound was inflicted, responsible for the act. "If it be shown that the intellectual faculties were so impaired as to produce a general habitual derangement of them, not traceable to some temporary cause, the law would presume the mind to have continued until the contrary was shown;" but the principle is different in reference to temporary or periodical insanity resulting from some transient cause, for then "the presumption would be that the mind was restored to its normal condition when the disturbing element had ceased to operate."

* * * * * * * * * * * * *

Murder is the unlawful killing of a human being, with malice afore-

thought, either expressed or implied. Such unlawful killing may be effected by any of the various means by which death may be occasioned.

Express malice is a deliberate intention to take away the life of a human creature, which is manifested by external circumstances capable of proof, and malice should be implied when no considerable provocation appears, or when all the circumstances of the killing show an abandoned and malignant heart.

Our laws provide that "all murder which shall be perpetrated by means of poison or lying in wait, torture, or any other kind of willful premeditated killing, or which shall be committed in the perpetration or attempt to perpetrate any arson, robbery, or burglary, shall be deemed murder in the first degree; and all other kinds of murder shall be deemed murder of the second degree.

Manslaughter is the unlawful killing of a human being, *without malice expressed or implied, and without any mixture of deliberation;* and, to constitute manslaughter, such killing must be voluntary, upon a sudden heat of passion, caused by a provocation apparently sufficient to make the passion irresistible or involuntary in the commission of an unlawful act, or a lawful act without due caution or circumspection; and, to constitute voluntary manslaughter, it must appear there was a serious and highly-provoking injury inflicted upon the person killing, sufficient to excite an irresistible passion in a reasonable person, or an attempt by the person killed to commit a serious personal injury on the person killing; and such killing, to make it voluntary manslaughter, must be the result of that sudden impulse of passion supposed to be irresistible; but, if there should appear to have been an interval between the assault or provocation given and the killing, sufficient for the voice of humanity to be heard, such killing should be attributed to deliberate revenge, and the slayer would be guilty and should be convicted of murder. Involuntary manslaughter may consist in the killing of a human being without any intent so to do, in the commission of an unlawful act, or a lawful act which probably might produce such a consequence in an unlawful manner; but, if such involuntary killing happen in the commission of an unlawful act, which, in its consequences, naturally tends to destroy the life of a human being, *or was committed in the prosecution of a felonious intent*, the killing would be murder.

To make the killing either murder or manslaughter, it is requisite that it should appear from the evidence that the person killed died within a year and a day after the fatal injury was received.

* * * * * * * * * * * * * *

If, gentlemen, under the principles of law you have been instructed upon, you find from the evidence the prisoner killed the deceased, James Alexander, at the time, place, and in the manner charged in the indictment, or before the same was found by the Grand Jury, and that in such killing there was a malicious, deliberate, premeditated attempt on the part of the prisoner to take the life of the deceased, and the deceased died within a year and a day after the fatal injury was inflicted,

you will find her guilty of murder; or, if you find from the evidence, after applying the principles of law as you have been instructed, the prisoner killed the deceased at the time, place, and in the manner charged in the indictment, or at any time before the same was found by the Grand Jury, without any considerable provocation, and that such killing showed an abandoned and malignant heart, you will find her guilty of murder.

In determining the questions of malice, deliberation, and premeditation, you can consider, in connection with the other evidence, threats made by her when she was sane, if she uttered any; any preparation she made to accomplish the fatal result; any disguise of her person; her action on the ferryboat before and after the shooting, and the motives by which she was actuated.

In the event you agree upon a conviction of the prisoner, you will state by your verdict if she be guilty of murder in the first degree, murder in the second degree, or guilty of manslaughter. If you find she is not guilty, you will so declare in your verdict.

In determining the credibility of the witnesses who have testified in your presence—and the same principles apply to the prisoner, who has been a witness on her own behalf,—you can take into consideration their appearance and deportment on the witness stand when testifying, the probability of the truth of their statements independently of or in connection with the other evidence adduced; their anxiety or interest in the result of this trial; their friendly or hostile feelings toward the prisoner; to what extent they have been corroborated or contradicted by the oral or written evidence as well as their means of knowledge. From the fact that a rule can not be established for testing the truthfulness of witnesses which would be applicable to every case, the law permits jurors to test their credibility according to their best knowledge of the laws governing human action.

You will carefully consider all the facts and circumstances of the case as detailed by the evidence. Your deliberations should be calm and serious; be not influenced by passion or prejudice—you can not be without doing injustice to the prisoner, to society, or to yourselves.

Believing, gentlemen, you will act dispassionately and justly, the case is now submitted to your consideration.

FORM FOR INDEX.

Instead of writing title-pages, stenographers, as a rule, have printed forms on which may be written the name of the court, judge, title of action, whether tried before a jury or not, names of counsel, index of witnesses, date, business card of the reporter, etc., as given:

HUMPHREY & BOPE,
Law and General Stenographers.
Stenographers to the Committee on Railroads and Telegraphs,
Ohio House of Representatives,
State House, Columbus, Ohio.

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..... Before .....

.....

....

APPEARANCES.

For Plaintiff.... .....

For Defendant..... .....

INDEX.

PLAINTIFFS' WITNESSES.	DIRECT.	CROSS.	DEFENDANTS' WITNESSES.	DIRECT.	CROSS.
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GENERAL FORM OF ABSTRACT OF TITLE.

ABSTRACT OF THE TITLE

OF

JULIA A. HAYS,

To premises fronting upon Fifty-first street, in the City of New York, and described as follows:

"Beginning at a point on the southerly side of Fifty-first street, distant one hundred and fifty feet east of the easterly side of the Third Avenue; running thence easterly along Fifty-first street fifty feet; thence southerly and parallel with said avenue to the place of beginning."

This parcel of land comprises two city lots, both of which were many years ago embraced in what is known as the "Old Elm Farm," which was conveyed, some time prior to 1836, to Messrs. Litchfield and Staunton. I am instructed to assume their title as good at the date of the conveyance first mentioned below:

I.

Charles Johnston, and Emma Johnston, his wife, to Marietta Ingham.	Agreement of sale of premises, dated 5th of June, 1838. Recorded in Liber 231 of Conveyances, p. 165. Consideration, $20,000.

Agrees to convey same premises, employing same description.

Conveys all that piece or parcel of land, known as the "Elm Farm," situate upon both sides of the Third Avenue, in the City of New York, and bounded on the east by the road called the "Old Boston Post Road;" on the south by the lands formerly owned by Thomas Watkins, deceased, etc.

Warranty against grantors and persons claiming under them.

Deed duly acknowledged. Wife separately examined.

II.

Marietta Ingham, with Amelia Staunton.	Agreement for sale of premises, dated 5th of June, 1838. Recorded in Liber 264 of Conveyances, p. 45. Consideration, $25,000.

Agrees to convey same premises, employing same description.

Marietta Ingham died 3d August, 1850, leaving three children, viz.: Emma J., Mary E., and William W.

Joseph Ballard was, on 5th April, 1842, appointed guardian of three infant or minor children of Marietta Ingham.

On the 3d June, 1850, the Court of Chancery ordered the said minors, by their guardian, to convey said premises to Thomas Carlisle, pursuant to agreement.

III.

George Harvey, to F. Pierson.	Mortgage dated September 8th, 1850, Recorded October 4th, 1844, in Liber 30 of Mortgages, p. 20.

To secure $800 of the purchase money in the last-mentioned deed, mortgages the lot conveyed by the last-mentioned deed, employing same description.

SUPREME COURT—DUTCHESS COUNTY.

Julia Frothingham, against George and Amelia Stanton and the N. Y. R. R. Co.	Foreclosure.

1885, Aug. 5.—Bill to foreclose mortgage last mentioned. Nov. 6th.—Answer of defendants, replication filed.

Notice of hearing for third Monday of February, 1885, and proof of service on attorneys who have appeared.

Order to close proofs, March 1st, 1885, and proof of service.

Report of sale contains sales map, referring to the Fowler map, on which the premises to be sold are designated as No. 15.

[Here should be inserted any affidavit or exhibit referred to in the abstract, official signatures, etc.]

SPECIFICATION

FOR

GENERAL STOREHOUSE,

TO BE BUILT AT THE MAIN LOCOMOTIVE SHOPS,

FOR THE

NEW YORK, WEST SHORE & BUFFALO RAILWAY,

AT

FRANKFORT, NEW YORK.

These specifications are intended to embrace the entire structures, complete and ready for occupancy, the whole of the said work to be comprised within these specifications for any contract or partial contracts that may be made for the construction of the same.

All materials must be the best of their respective kinds, and the entire work must be constructed and finished in every part in a good, substantial, and workmanlike manner, according to the accompanying drawings and these specifications, to the full extent and meaning of the same, and to the entire satisfaction, approval, and acceptance of the Company's Chief Engineer, and under the supervision and direction of such agent as he may appoint.

* * * * * * * * * * * * *

EXCAVATIONS.

FOUNDATION TRENCHES for outside walls are to be excavated to a depth of four (4) feet below base of rail. Pits for platform piers to be taken out three (3) feet below same point; but, in all cases, if solid stratum is not reached, they are to be dug to a depth designated by the engineer in charge. The earth is to be thrown inside of walls, to be carefully backfilled behind same, and to be raised to height shown on drawings to support the floor.

DRAINAGE.—Dig trenches for and lay four (4) inch vitrified drain tile from each roof conductor to main drain, as shown on drawing. Provide all necessary bends, and lay all joints in cement supported by flat stones.

STONE WORK.—Foundation, masonry, and concrete are to be built to correspond with the dimensions given on the drawings. All stone to be of the best quality obtainable in the vicinity of the work, subject to the approval of the engineer in charge; and, if in his opinion, suitable stone cannot be found there, the contractor must provide stone from other sources.

All stone must be laid on the quarry bed, must be well and thoroughly bonded and laid in mortar, as hereinafter described.

The footing courses for walls and piers to be of acceptable stone,

twelve (12) inches wider than the walls and twelve (12) inches thick; or, if considered desirable by the engineer, the footings are to be of concrete of the above dimensions.

CUT STONE.—All watertable, window sills, pilaster blocks, and pier caps to be of sound stone, from acceptable quarries, free from seams, cracks, flaws, or any other imperfections, in every way satisfactory to the engineer. To be finely axed on exposed surfaces, and to have good beds top and bottom. Watertable between pilasters to be eight (8) inches high by nine and one-half (9½) inches wide. Pilaster blocks and chamfer, returns and stops, to be as shown on drawing. Window sills to have lugs, drips cut underneath, and to be in one piece, according to figures on detail drawing for cut stone. Coping on end walls to be three (3) inches thick by twenty-seven (27) inches wide; close cut joints; clean cut on top, front and back edges, with good beds, and enclamped together with irons leaded in.

CONCRETE.—All concrete used in the building to consist of stone broken to pass in any direction through a ring two inches in diameter, mixed in the proportion of four (4) parts of stone two (2) parts sharp, clean, coarse sand, and one part Portland cement of first quality. The cement and sand to be mixed first in a box of clean plank, and the stone to be thoroughly turned over in same till each piece is entirely coated; the whole mass put into place at once and well rammed; and not to be built upon till directed by the engineer.

MORTAR.—The mortar used throughout the work to be composed of lime and cement, mixed in the proportion of one (1) part cement mortar to two (2) parts lime mortar.

For cement use, the best quality of Rosendale mixed in the proportion of two (2) parts clean, sharp sand to one (1) part cement. For lime mortar, mix three (3) parts clean sand to one (1) part pure, fresh-burned stone lime.

No lime mortar is to be used within forty-eight hours of the time of mixing, while the cement must be added as required, as none of the latter which is left standing until set shall be allowed in the work.

BRICKWORK.—Walls to be built of good, hard, burned brick, faced with those selected for their face and color, culled, if necessary, for the four sides of the building, laid carefully to line and joints slushed full. Side walls to have three projecting courses near the top. End walls to show dentals corbelled out as per drawing, finishing with offset courses and stone coping as shown.

Pilasters to have sharp and plumb arrises. Door and window openings to have arches extending entirely through the walls, with clear cut skewbacks and lines.

Piers outside to be built as shown of hard brick, capped with stone. All brick to be thoroughly wet just before laying; to be laid from an outside scaffold; to have good men on the lead; to be properly bonded with headers every seventh course; and to be cleaned of unsightly spots at completion of the work.

LUMBER AND CARPENTER WORK.

The lumber used throughout the building to be of first quality, free from shakes, flaws, sap, and unsound knots, sawn die square; to be as thoroughly seasoned as can be procured, and in every way suitable for the purpose for which it is intended.

Window frames of white pine, as per detail drawings. Sash of clear, white pine, 1¾ inches thick, double hung with hemp cord and round-eyed weights. Transom sash over doors to be stationary, as also those in upper parts of windows.

Doors to be two and a quarter (2¼) inches thick, T. and G., of white pine, framed together and glued; panels filled with planed, matched, and beaded white pine boards, three (3) inches wide; finishing one inch thick; laid in white lead, with quarter round moulding on face.

Roof trusses to have chords and rafters of white pine, closely framed together. Braces of spruce bear-mouthed and spiked in place. Purlins of spruce well fastened to rafters with five (5) inch spike. All timber in trusses to be planed on all sides.

Roof boards of one (1) inch spruce or hemlock, matched, planed one side to even thickness, and well nailed with two ten-penny nails through each board at every purlin. All the roof covering to be thoroughly air seasoned as well as kiln dried, as otherwise it will be rejected by the engineer in charge.

FLOORING.—Chestnut sills, six (6) by six (6) inches, are to be well bedded on six (6) inches of clean, dry sand or gravel, breaking joints as they are laid. The sand is to be well tamped and rammed around them, and the whole carefully leveled for floor.

Flooring to consist of two (2) inch spruce plank, fastened with five (5) inch spike into sills; two spike in each plank at the joints; no joints to come between sills. All uneven places to be adzed down when floor is finished.

Platform beams to be of spruce, eight (8) inches broad by ten (10) inches deep, resting in wall and on pier caps. Joists to three (3) inches by twelve (12) inches spruce, sized on to beams to give the platform a pitch of three (3) inches; to be bridged once between bearings with two (2) by three (3) inch spruce, and to be thoroughly fastened with forty (40) penny nails.

Plank to be of white spruce, two inches thick, well spiked; edges straight to lay close joints; to be flushed with adze when completed.

WROUGHT IRON WORK.

All rods in roof trusses to be of sizes shown on plans, with ends upset, so that the diameter at bottom of thread shall equal or exceed that of the body of the bolt. The iron must be capable of sustaining an ultimate strain of forty-six thousand (46,000) pounds per square inch of section of test pieces, and a minimum stretch (measured after breaking) of fifteen (15) per cent on a length of eight (8) inches.

Foot bolts in ends of trusses, and wrought iron washers, shown on

drawing, to be of good refined iron. All bolts to have full threads cut on them; nuts to fit closely and evenly; washers to be flat, cut true and square, and to have slightly chamfered edges.

CAST IRON WORK.—Castings to be true and sound, free from cracks, flaws, bubbles, or defects of any kind; of good, soft, tough iron, edges clear and sharp, according to drawing.

TIN WORK.—All flashings at end walls and around ventilators to be done with first quality XX charcoal tin, painted both sides with two coats Venetian red; stepped into joints of brickwork one inch, and well cemented.

Lay one thickness of Warren's anchor brand roofing felt, weighing one (1) pound per twelve (12) square feet, under all tin and slate work.

ROOFING.—Cover roofs with first quality even-colored Chapman's Pennsylvania slate, eight (8) by sixteen (16) inches, each secured by two large-headed tinned nails. Slate to show six and one-half (6½) inches to the weather.

VENTILATORS.—Provide and fix in place two (2) of Hayes' patent snow-proof ventilators, of size shown on plans. Do all flashing around the same in a thorough and weathertight manner.

GALVANIZED IRON WORK.—Gutters to be formed of No. 22 galvanized iron, well riveted and soldered together, and fastened by wrought iron ties one-quarter (¼) by one (1) inch across the top. The galvanized iron to run up at least six (6) inches under the slate. Conductors to be of corrugated galvanized iron, four and a half (4½) inches in diameter; to be carried down four (4) inches below floor line, and there connected with drain tile, as shown on drawing.

GLAZING.—All window and transom sash to be set with second quality, double thick, American sheet glass, well bedded, sprigged, puttied and back puttied, and left whole and clean on completion of the building.

HARDWARE.—The hardware is to be of the best American manufacture, equal to that made by Russell & Erwin.

Windows to have the best two and a quarter (2¼) inch loose axle pulleys, bronze sash fasteners; lift hooks and pull down plates with pole.

Doors to have two pair six (6) inch wrought iron butts; to be provided with seven (7) inch, three tumbler, mortise locks, and strong wrought iron chain and tail bolts to each pair of doors.

PAINTING.—All nailheads to be properly punched and puttied. All doors, frames, window frames, and sash, to have one priming coat of white lead and oil at the factory, and three good coats white lead paint in the finishing of the work.

Galvanized iron gutters and all flashings to have three good coats of same kind of paint.

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SPECIFICATIONS FOR GRADUATION AND MASONRY.

Excavations.

Will be classified under the following heads, viz.: Earth, hard clay, hard pan, loose rock, solid rock, and excavation in water.

EARTH will include clay, sand, gravel, loam, decomposed rock and slate, stones and boulders, containing less than one cubic foot, and all other matters of an earthy nature, however compact, excepting only "hard clay" and "hard pan," as described below.

HARD CLAY will consist of hard material, between "earth" and "hard pan," that costs more than the "earth" price to remove, or can only with difficulty be plowed with two horses, or, when not plowed, requires one picker to two shovelers.

HARD PAN will consist of tough, indurated clay, or cemented gravel, which requires blasting or other equally expensive means for its removal, or which cannot be plowed with less than four horses and a railroad plow, or which requires two pickers to three shovelers, or quicksand.

LOOSE ROCK.—Add after the word soap stone, "that cannot be plowed with four horses and a railroad plow."

Explanatory of the above specification, the Company does not intend that the contractor shall do work at less than cost on account of hardness of material. In determining classification, the element of necessary expense in removing the material should guide the engineer in his decisions.

EXCAVATION IN WATER will only apply to foundation pits under water and deepening of channels in running water. It must include drainage, bailing, pumping, and all material and labor connected with such excavations; also, the necessary dressing of the rock. Should the material removed from such excavations be other than "earth," the price per cubic yard shall be fixed by adding to the regular price of the class of material excavated the difference in price between "earth" and "excavation in water," as established by contract on the section in question.

Over Haul.

"The item of 'extra haul' applies solely to materials hauled from railroad excavation or borrow pits and moved into railroad embankments or spoil banks. The three-fourths of one cent per cubic yard for extra haul will not be allowed on any work done by train haul for which the Company supplies locomotive power, cars, and unloading appliances." And it is distinctly understood and agreed that the Company reserves to itself the right to determine and specify at what points it will require the work to be

done by "train haul," and for which it will supply such locomotive power, cars, etc., upon terms to be hereafter agreed upon.

To be of uncoursed rubble, made of sound quarry stones, laid in cement mortar, on their natural beds, and roughly squared when used for face work. The stones to be well bedded for not less than two-thirds their length and width, without spalls underneath, and to break joints not less than six (6″) inches, or half their height when more than one foot in thickness. No stone to be less than six (6″) inches in thickness, and the corner stones to be neatly dressed with horizontal beds and vertical joints, and to have a chisel draft of an inch at the angles of the wall. An exception may be made to this specification, when the contractor furnishes stone which, in the judgment of the engineer, is suitable for third class masonry, but not capable of being laid in accordance with the above rule.

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GENERAL SPECIFICATIONS FOR IRON BRIDGES.

1. All parts of the superstructure shall be of wrought iron, except bed-plates and washers, which may be of cast iron.

2. The following modes of construction will be employed:

Spans, up to 20 feet.....Rolled I beams.
" 20 to 50 " .....Riveted plate girders.
" 50 to 75 " .....Riveted lattice girders.
" over 75 " .....Pin-connected trusses.

Also wrought iron trestle-works and viaducts in spans from 30 to 50 feet, sustained on bents and columns from 15 to 90 feet in height.

In calculating strains, the length of span shall be understood to be the distance between centres of end pins for trusses, and between centres of bearing plates for all beams and girders.

3. The girders shall be spaced (with reference to the axis of the bridge) as required by local circumstances, and directed by the chief engineer of the Railroad Company.

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4. In all through bridges there shall be a clear head-room of 20 feet above the base of the rails.

5 The wooden floor will consist of transverse floor timbers, extending the full width of the bridge, supporting the rails and guard beams. Their scantling will vary with circumstances, and the material must be of strictly first-class white pine, southern yellow pine, or white oak bridge timber, and will be subject to the inspection and acceptance of the Railroad Company.

6. Bridges shall be proportioned to carry the following loads:

1st. The weight of iron in the structure.

2d. A floor weighing 400 pounds per lineal foot of *track*, to consist of the rails, ties, and guard timbers only.

These two items, taken together, shall constitute the "dead load."

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The maximum strains due to all positions of the above "live load," and of the "dead load," shall be taken to proportion all the parts of the structure.

7. To provide for wind strains and vibrations, the top lateral bracing in deck bridges and the bottom lateral bracing in through bridges shall be proportioned to resist a lateral force of 450 pounds for each foot of the span; 300 pounds of this to be treated as a moving load.

The bottom lateral bracing in deck bridges and the top lateral bracing in through bridges shall be proportioned to resist a lateral force of 150 pounds for each foot of the span.

8. Variations in temperature, to the extent of 150 degrees, shall be provided for.

9. All parts shall be so designed that the strains coming upon them can be accurately calculated.

10. Strain sheets and a general plan, showing the dimensions of the parts and general details, must accompany each proposal.

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PROPORTION OF PARTS.

1. All parts of the structures shall be so proportioned that the maximum strains produced shall in no case cause a greater tension than the following:

	Pounds per Square In.
On lateral bracing	12,000
" solid rolled beams, used as cross floor beams and stringers	8,000
" bottom chords and main diagonals	10,000
" counter rods and long verticals	8,000
" bottom flange of riveted cross-girders, net section	8,000
" bottom flange of riveted longitudinal plate girders *over* 20 feet long, net section	8,000
" bottom flange of riveted longitudinal plate girders *under* 20 feet long, net section	7,000
" floor beam hangers, and other similar members liable to sudden loading	6,000

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5. Members subjected to alternate strains of tension and compression, shall be proportioned to resist each of them. The strains, however, shall be assumed to be increased by an amount equal to $\frac{8}{10}$ of the least strain.

6. The rivets and bolts connecting all parts of the girders must be so spaced that the shearing strain per square inch shall not exceed 6,000 pounds, nor the pressure upon the bearing surface exceed 12,000 pounds per square inch of the projected semi-intrados (diameter × thickness of piece) of the rivet or bolt hole.

7. Pins shall be so proportioned that the shearing strain shall not exceed 7,500 pounds per square inch; nor the crushing strain upon the projected area of the semi intrados (diameter × thickness of piece) of any member connected to the pin, be greater than 12,000 pounds per

square inch; nor the bending strain exceed 15,000 pounds per square inch when the centres of bearings of the strained members are taken as the points of application of the strains.

8. In case any member is subjected to a bending strain from local loadings (such as distributed floors on deck bridges), in addition to the strain produced by its position as a member of the structure, it must be proportioned to resist the combined strains.

9. Plate girders shall be proportioned upon the supposition that the bending or chord strains are resisted entirely by the upper and lower flanges, and that the shearing or web strains are resisted entirely by the web-plate.

10. The compression flanges of beams and girders shall be stayed against transverse crippling, when their length is more than thirty times their width.

11. The unsupported width of any plate subjected to compression shall never exceed thirty times its thickness.

12. In members subject to tensile strains, full allowance shall be made for reduction of section by rivet-holes, screw-threads, etc.

13. The iron in the web-plates shall not have a shearing strain greater than 4,000 pounds per square inch, and no web-plate shall be less than one-quarter inch in thickness.

14. No wrought iron shall be used less than $\frac{5}{16}$ inch, except in places where both sides are always accessible for cleaning and painting.

DETAILS OF CONSTRUCTION.

1. All the connections and details of the several parts of the structure shall be of such strength that, upon testing, rupture shall occur in the body of the members rather than in any of their details or connections.

2. Preference will be had for such details as will be most accessible for inspection, cleaning, and painting.

3. The web of plate girders must be spliced at all joints by a plate on each side of the web. T-iron must not be used for splices.

4. When the least thickness of the web is less than $\frac{1}{80}$ of the depth of a girder, the web shall be stiffened at intervals not over twice the depth of the girder.

5. The pitch of rivets in all classes of work shall never exceed 6 inches, nor sixteen times the thinnest outside plate, nor be less than three diameters of the rivet.

6. The rivets used will generally be $\frac{3}{4}$ and $\frac{7}{8}$ inch diameter.

7. The distance between the edge of any piece and the centre of a rivet-hole must never be less than $1\frac{1}{4}$ inches, except for bars less than $2\frac{1}{2}$ inches wide; when practicable, it shall be at least two diameters of rivets.

8. When plates more than 12 inches wide are used in the flanges of plate or lattice girders, an extra line of rivets, with a pitch of not over

9 inches, shall be driven along each edge, to draw the plates together and prevent the entrance of water.

9. In punching plate or other iron, the diameter of the die shall in no case exceed the diameter of the punch by more than $\frac{1}{16}$ of an inch.

10. All rivet-holes must be so accurately punched that when the several parts forming one member are assembled together a rivet $\frac{1}{16}$ inch less in diameter than the hole can be entered, hot, into any holes without reaming or straining the iron by "drifts."

11. The rivets when driven must completely fill the holes.

12. The rivet heads must be hemispherical, and of a uniform size for the same sized rivets throughout the work. They must be full and neatly made, and be concentric to the rivet-hole.

13. Whenever possible, all rivets must be machine-driven.

14. The several pieces forming one built member must fit closely together, and, when riveted, shall be free from twists, bends, or open joints.

15. All joints in riveted work, whether in tension or compression members, must be fully spliced, as no reliance will be placed upon abutting joints. The ends, however, must be dressed straight and true, so that there shall be no open joints.

16. The heads of eye-bars shall be so proportioned that the bar will break in the body instead of in the eye.

17. The bars must be free from flaws, and of full thickness in the necks. They shall be perfectly straight before boring. The holes shall be in the centre of the head, and on the centre line of the bar.

18. The bars must be bored of exact lengths, and the pin-hole $\frac{1}{50}$ inch larger than the diameter of the pin.

19. The lower chord shall be packed as narrow as possible.

20. The pins shall be turned straight and smooth, and shall fit the pin-holes within $\frac{1}{50}$ of an inch.

21. The diameter of the pin shall not be less than two-thirds the largest dimension of any tension member attached to it. Its effective length shall not be greater than the breadth of the foot of the post, plus four times the diameter of the pin. The several members attaching to the pin shall be packed close together, and all vacant spaces between the chords and posts must be filled with wrought iron filling rings.

22. All rods and hangers with screw ends shall be upset at the ends, so that the diameter at the bottom of the threads shall be $\frac{1}{16}$ inch larger than any part of the body of the bar.

23. All threads must be of the United States standard, except at the ends of the pins.

24. Floor beam hangers shall be so placed that they can be readily examined at all times. When fitted with screw ends they shall be provided with check nuts.

25. When bent loops are used, they must fit perfectly around the pin throughout its semi-circumference.

26. Compression members shall be of wrought iron of approved forms.

27. The pitch of rivets for a length of two diameters at the ends shall not be over four times the diameter of the rivets.

28. The open sides of all trough-shaped sections shall be stayed by diagonal lattice-work at distances not exceeding the width of the member. The size of bars shall be duly proportioned to the width.

29. All pin-holes shall be reinforced by additional material, so as not to exceed the allowed pressure on the pins. These reinforcing plates must contain enough rivets to transfer the proportion of pressure which comes upon them.

30. Pin-holes shall be bored exactly perpendicular to a vertical plane passing through the centre line of each member, when placed in a position similar to that it is to occupy in the finished structure.

31. The ends of all square-ended members shall be planed smooth, and exactly square to the centre line of strain.

32. All members must be free from twists or bends. Portions exposed to view shall be neatly finished.

33. The sections of the top chord shall be connected at the abutting ends by splices sufficient to hold them truly in position.

34. In no case shall any lateral or diagonal rod have a less area than $\frac{3}{4}$ of a square inch.

35. The attachment of the lateral system to the chords shall be thoroughly efficient. If connected to suspended floor beams, the latter shall be stayed against all motion.

36. All through bridges with top lateral bracing shall have wrought iron portals of approved design, at each end of the span, connected rigidly to the end-posts.

37. When the height of the trusses exceeds 25 feet, overhead diagonal bracing shall be attached to each post and to the top lateral struts.

38. Pony trusses and through plate or lattice girders shall be stayed by knee braces or gusset plates attached to the top chords, at the ends, and at intermediate points not more than 10 feet apart, and attached below to the cross floor beams or to the transverse struts.

In all deck bridges diagonal bracing shall be provided at each panel. In double track bridges this bracing shall be proportioned to resist the unequal loading of the trusses. The diagonal bracing at the ends shall be of the same equivalent strength as the end top lateral bracing.

39. All bed-plates must be of such dimensions that the greatest pressure upon the masonry shall not exceed 250 pounds per square inch.

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[The operator should use one page for "Title" of play, and one page for "Cast of Characters." Underscore with red ink.]

QUEEN MARY.

An Historical Drama,

In Five Acts,

—BY—

ALFRED TENNYSON.

CAST OF CHARACTERS.

Philip. (King of Naples, afterwards King of Spain.)
Reginald Pole. (Cardinal and Papal Legate.)
Simon Renard. (Spanish Ambassador.)
Thomas Cranmer. (Archbishop of Canterbury.)
Sir Nicholas Heath. (Archbishop of York, Lord Chancellor after Gardiner.)
Edward Courtney. (Earl of Devon.)
Lord William Howard. (Afterwards Lord Howard and Lord High Admiral.)
Old Nokes.
Queen Mary.
Princess Elizabeth.
Lady Clarence. (Lady in Waiting.)
Lady Magdalen Dacres. (Lady in Waiting.)
Marchioness of Exeter. (Mother of Courtney.)
Maid of Honor to the Princess Elizabeth.
Ladies of the Court.
Lords and Members of the Privy Council, Members of Parliament, Aldermen, Citizens, Peasants, Guards, etc.

QUEEN MARY.

ACT I.

Scene I. Aldgate richly decorated with flags. Aldgate gate and archway, with city wall, set across the stage. Old houses set behind the gate. Two houses in front, built R. and L.

Marshalmen and Crowd discovered.

Marshalman.

Stand back! Keep a clear lane! (He moves them into a line, R. and L. When will Her Majesty pass, sayst thou?

(Distant cheers and trumpets. The crowd look off the stage through the arch, and sway and surge about.)

Why, now; even now. (The crowd resume their places.) Wherefore, draw back your heads and your horns before I break them. (Strikes some of the citizens with his staff.) And make what noise you will with your tongues, so it be not treason. Long live Queen Mary! the lawful and legitimate daughter of Harry the Eighth. Shout, knaves!

Citizens.

Long live Queen Mary!

Old Nokes.

(Dreamily.) Who's passing? King Edward or King Richard?

(All the Citizens press forward anxiously. The Marshalmen keep order and press the people back.)

ACT V.

Scene I. Palace Gardens at Whitehall. Balustrade running across stage, R. and L., with steps and an opening in C. Raised platform behind the balustrade. Built out pagoda in C., at back of steps. Statuary, cut trees, R. and L. C., exotics, seats, etc., in front of scene. Garden cloth backing.

(Enter the Queen. She is pale and haggard, and is followed by Sir Nicholas Heath, C. from L.)

Heath.

(R.) Madam,
I do assure you that it must be looked to:
Calais is but ill-garrisoned, in Guisnes
Are scarce two hundred men, and the French fleet
Rule in the narrow seas.

(Philip enters, C., from L.)

It must be looked to,
If war should fall between yourself and France;
Or you will lose your Calais.

(Philip comes down steps, C.)

Mary.

It shall be looked to.
I wish you a good morning, good Sir Nicholas—
Here is the King.

(Exit Heath, S. E. R., bowing to King and Queen.)

Philip.

(R. C.) The Lord Chancellor tells you true, Madam—
And you must look to Calais when I go.

Mary.

Go! must you go, indeed—again—so soon?
Why, nature's licensed vagabond, the swallow,
That might live always in the sun's warm heart,
Stays longer here in our poor north than you:—
Knows where he nested—ever comes again.

Philip.

And, Madam, so shall I.

Mary.

(She is pleased and advances to him.) O, will you? will you?

(Philip repels her, and turns aside.)

I am faint with fear that you will come no more.

Philip.

Ay, ay, but many voices call me hence.

Mary.

Voices—I hear unhappy rumors— (Philip shows signs of impatience.)
Nay, I say not, I believe. What voices call you
Dearer than mine that should be dearest to you?
Alas, my Lord! what voices and how many?

Philip.

The voices of Castile and Arragon,
Granada, Naples, Sicily, and Milan;
The voices or Franche-Comte and the Netherlands;
The voices of Peru and Mexico;

Tunis, and Oran, and the Philippines ;
And all the fair spice-islands of the east.

Mary.

(Admiringly.) You are the mightiest monarch upon earth,
I but a little Queen ; and so, indeed,
Need you the more, and wherefore could you not
Helm the huge vessel of your state, my liege,
Here, by the side of her who loves you most ?

Philip.

No, Madam, no ! a candle in the sun—

[Cues of the foregoing for Sir Nicholas Heath.]

SIR NICHOLAS HEATH.

(Archbishop of York, Lord Chancellor after Gardiner.)

—IN—

ACT V.

Scene I. (Enters, C. from R., following Queen.)

(R.) Madam,
I do assure you that it must be looked to :
Calais is but ill-garrisoned ; in Guisnes
Are scarce two hundred men, and the French fleet
Rule in the narrow seas.

(Philip enters.)

It must be looked to,
If war should fall between yourself and France ;
Or you will lose your Calais.
——Here is the King.

(Exit, S. E. R., bowing to King and Queen.)

Scene II. ——let me look forlorn.

(Enters, C. : down R.)

I bring your Majesty such grievous news
I grieve to bring it. Madam, Calais is taken.

——for a Lutheran.

(R.) Her Highness is unwell. I will return.
So please your Grace.

——from their trenches?
Alas, no!

(Business. Resumes his speech.)

That gateway to the mainland, over which
Our flag hath floated for two hundred years,
Belongs to France again, and is lost to us.

——not taken yet?

Guisnes is not taken yet.

——Queen of Calais!

Ah, Madam, but your people are so cold;
I do much fear that England will not care.
They say, "Why should they shed their blood
Abroad when they are hack'd and burnt alive at home?"
(Aside.) Fire and stake have burnt out England's manhood from our midst.

——Away now—quick!

(Exit quickly, C., off R.)

KEEP THY CROWN.

SPEECH OF REV. HENRY A. DELANO, DELIVERED IN MUSIC HALL, PROVIDENCE, R. I., SUNDAY EVENING, JUNE 6, 1886, AT PROHIBITION MASS MEETING.

PHONOGRAPHIC REPORT.

Standing here, in this flattering presence, in this historic city, on the evening of the day which is God's, I have a pertinent text in my heart for the citizens of this excellent commonwealth. It is Paul's word to his son in the Gospel—"*Hold fast that which thou hast, let no man take thy crown.*"

I believe it true that a mightier strain was never put upon a state than is now put upon you. You are standing upon the field of a great and brilliant victory. A battle short, fierce, decisive, has left you, who love God and your fellow-men, the victors. Your great triumph surprised us all. I speak for all the states wherein the hosts of temperance men and women, the fighters of good fights, earnest patriots, bereaved woman and orphan child, are praying and contending for the overthrow of a monster and awful crime.

Rhode Island has spoken for God, for righteousness, for the world, and for the future.

With breathless anxiety, with strong crying unto God, with expectant heart and strained eye, we waited and watched. When the glad news came we found ourselves rebuked for our faithlessness, and overawed by the majesty of your popular uprising; and as the storm of our glad cheers was hushed to sober and earnest prayers of gratitude, we seemed to hear the voice of the blessed Christ, saying, "O, ye of little faith!"

Reflecting upon this event which startled and gladdened so many thousands, *I have taken your vote upon the "amendment" as an expression of your noble intelligence.* I know where I am, and I know how vain the effort of the flatterer in the presence of so calm, so dignified, so cultured a people as the citizens of this little but giant state. Your noble university, your schools and academies, your long-cherished zeal for the cultivation of the mind and heart, the thorough education of your sons, and liberal training of your daughters, have distinguished you in times past. You have never been known as other than earnest and intelligent in your action, and foremost in cultivating the highest social and intellectual powers.

I have taken this verdict of yours as an expression of your integrity to moral principle. It has spoken volumes for you as a Christian state—a state not only civilized but christianized. The insane idea that the Christian has no right to bring his influence to the ballot-box, has, evidently, no large following in Rhode Island.

You are evidently not in sympathy with that New York divine who argues that the infernal hybrid—the many-fingered, murderous, poisonous hybrid of this nation—"has come to stay." You men of Providence, with the lucid judgment of philosophic minds, with the trained reason of cultivated powers, have passed judgment; and, as the deceitful, beautiful, enticing, but deadly Lamia of the Greek banquet, fled from the penetrating gaze of the old philosopher, gliding, and crawling away at last, a loathsome and repulsive serpent, exposed and defeated, so this pestilent and flaming sorceress, this goddess of pauperism and disease, this handmaid and hag of lust, fever, almshouses, and jails, this lying, cunning, crafty devil, has recoiled beneath your withering look of universal condemnation. [Applause.]

You do *not* believe this government can afford to nurse, or pet, or extenuate, or even "regulate" this nineteenth century *Crime*.

You believe that Rhode Island has no right to "frame iniquity by law." You are not of those who teach that the world is to grow worse and worse until the end. That, lying now in the grasp and coil of this giant evil, it is never to become the kingdom of our Lord and his Christ. You do not believe that the travail of Christ's soul is to end in the agony and despair of seeing Christian nations enthrone by law the satanic agencies for His kingdom's overthrow. Nay, you are neither *bribed* in this matter nor *sold*. You men of Providence, many of you, are of those whom Christ called "A city set upon an hill whose light cannot be hid." Men who are the light of the world, the salt of the earth. Men who have prayed to-day, in these grand old churches, "Thy kingdom come, Thy will be done." Men who have sung, "Bring forth the royal diadem, and crown Him Lord of all." Men who believe, with all else, that "He must increase;" that "He must reign until He has put all enemies under Him;" that "The government shall be upon His shoulders," and His name very wonderful in the earth.

Your verdict then, I believe, *was an expreseion of your integrity to the highest Christian ethics, your loyalty to the living Christ, your love for God, for home, for native land.*

Yea, more, I believe it is an expression of your reverence and regard for the weeping, agonizing, heart-broken womanhood of the land, whose prayers and tears have had more weight with you than all the sophistries, and promises, and gold, of all the politicians in your state.

And, once more, *I believe this action of yours was the illustrated and enforced opinion of your state as to the wisest and best means of dealing with this old, time-hardened, insolent, and deadly foe—the rum traffic.* There is in the very signs of the times a great, presumptive argument that you are right—that you are wise and right in trying to throttle this curse at the ballot-box.

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A party, a little party, can never alone of itself bring this great question to a successful issue. God does not follow parties, but parties

are to follow Him. By and by He is going to harness a great party, girding every man of it with truth, and then hitch to this cause.

That is what He has done before. But God does not drag men or parties. The old party would have been frightened long ago if it had known whither God was leading.

God used it as a great conservative force. But, away out on the picket line he had a little handful of brave, undaunted souls, inspiring this whole land with their moral courage.

Encouraging this great party to come on, there were the Garrisons, the Smiths, the Lovejoys, the Emersons, and Martineaus, and Phillips, and Sumners, and a little host of them, who were the hard-headed, uncompromising and dauntless souls of the era. They did not fight the battle, but they played moral smash with everything until they precipitated the fight, and then every body went in ; and God sat not apart nor aloof from us, but came down, until upon a hundred battlefields we saw Him "in the watchfires of a hundred circling camps," walking in fire, and flame, and flood, with those boys who went to redeem the land. I believe God is going to work again.

Our legislation is controlled to-day by the large cities. Our large cities are controlled by the vote of the slums. The vote of the slums is manipulated by the saloons and the beer gardens. These, in turn, are the resort of the bummers, the shoulder hitters, the heelers, and the thugs. The politicians are aware of it, and they use this vote to outrage purity, honesty and decency ; to corrupt elections ; to bribe caucuses, and run the political machinery of the country in the interest of the vicious and the unprincipled. How long can this waste of moral energy and power go on ? Can this unhindered rivalry, insolence, and iniquity of the rum traffic prosper long, ere we shall hear a crash that will startle us all, and make the atmosphere of the earth echo with the thunder of a nation's overthrow ?

The nation is rousing itself to the situation. By a common and almost spontaneous consent the various states have been ranging themselves upon the platform of absolute legal restraint. They cannot find it in the soul of them to longer afford the protecting hand of the law to a traffic against which God has spoken, civilization declared, and the best hearts and homes of the whole country protested with tears, and groans, and prayers. Criminal before the bar of God, shall this inhuman agency of ruin and death find shelter under human legislation ?

To this great question you have sent a thundering and tremendous *No!* up and down, everywhere throughout the entire land. By so doing, and in so doing, you have the satisfaction of knowing that almost every state in the union is agitated with the same mighty question ; that almost the entire nation is convulsed with the transcendent theme. Indeed, it looks as though the daybreak were almost here—as though the morning was at hand. Long have we sung with the gifted Kingsley :

"Wild, wild wind, wilt thou never cease thy sighing;
Dark, dark night, wilt thou never wear away;
Cold, cold church, in thy death sleep lying,
Thy lent is past, thy passion here,
But not thine Easter day."

Now we pluck up courage, and sing with Bishop Heber a more cheerful song:

"In the darkest night of the year,
Beaten and tossed about,
By the bitter winds that blow,
From the desolate shores of doubt;
When the anchors that faith has cast
Are tested by the gale,
I am quietly holding fast
To the things that cannot fail.

"And dark though the night may be,
And long though the angels hide,
I know that truth and right
Have the universe on their side;
* * * That the rulers must obey,
And the givers must increase;
That duty lights the way
For the beautiful feet of peace."

I believe the time is at hand when all past measures, methods, and efforts, of whatever name or sort, all past sentiment and opinion as regards this great evil, are to be embodied in some form of legal, positive prohibition.

The baleful, God-forbidden, vice-breeding monster, has long enough been upon probation.

It has not one solitary plea for itself. It cannot point to a life it has touched but to ruin, a home it has entered but to blast, a community it has invaded but to make intolerable, insane, poor, degraded, and as wretched as the bottomless pit itself. I believe then, that your protest is timely and providential.

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If the enemies of prohibition can say, "Prohibition does not prohibit," with how much more of truth and consistency may we add, "Moral suasion does not persuade."

Here and there, now and then, *one* has been redeemed from his cup. The multitudes, the thousands, have gone down—the great procession moving in ever-increasing rank, into the starless, rayless, hopeless night of a drunkard's hell.

Back of all the misery that men have seen, the feculent squalor palpable to the senses, the crime recorded, the blood which has stained the hands, and back of the graves, silent and pathetic, where the struggle and martyrdom of loving womanhood have found repose, and the feverish hunger of little children has found relief, there is a realm unexplored and never reported.

It is the unfathomed realm of wasted, blighted, and withered love; of hearts silently bled to death; the violated sanctuary of domestic

peace; the low, damp vaults of suppressed wretchedness, murdered hope, unpitied woe, where hearts warm, tender, passionate, and true, have endured the slow and writhing torment of a night that knows no morning, and a hell that stifles all hope and aspiration at last in a forgotten and neglected grave. You may have rescued a hundred men in Providence during the last year, and they may stand monuments of God's mercy and your zeal in these churches; but your licensed saloons have in that time entailed a slavery upon a large part of your population which has only and inevitably sorrow, and woe, and death, as its perpetual heritage.

This widespread and legally-sanctioned hell among men we have been trying to "*reform.*"

Saving one, we have lost a thousand, and insane asylums, almshouses, poverty, wretchedness, and crime, have filled the land.

We have been trying *policy* fifty years. We have sung, and prayed, and marched round, and blowed trumpets, and broken pitchers, until it is of no use. What we desire to do now is, to "storm the fort"—not hold it. We want to charge on this old, fortified, insolent enemy, until the banner that is the ensign of national calamity, domestic woe, social crime, and moral rottenness, falls into the everlasting disgrace and contempt which awaits it.

It may cost a siege of years. It may cost a war like some of the old wars inaugurated by the great Dutch "Carl," the results of which came not until two centuries afterward; but, it is time to begin. The Declaration of Independence was not an ending, but a beginning. There are no endings here and now of God's plans. He has said, "I will turn, and turn, and overturn." The prophet of old said, "For Zion's sake I will not rest, and for Jerusalem's sake I will not hold my peace." Revolution is prophetically described as characterizing the whole of God's plan and work in this world. The business of God's people is to cast up a highway, to repair the walls, to gather up the stones which offend, to *prepare* the way of the Lord. The old methods of reform were all transcended by Christ's new method. "And now, behold, the ax is laid at the root of the tree;" that is, there is no compromise with evil. God alone is responsible for results; you and I responsible for effort.

But the question which most vitally concerns you is, the right of doing what is done, and the right of maintaining your standard. Ought the legislators, the courts, the executive force of this commonwealth, to be employed to ratify and enforce your expressed will? Have you a right to so employ the functions of government as to secure the carrying out of this measure? Decide one question for me, and, like the Master of old, I will tell you the authority we claim. Is the liquor traffic of heaven or of men? Is it a blessing or a curse? Is it a *crime?* You would not hesitate to claim your rights as a state against polygamy, the social evil, fraud, theft, trespass, poisoning, and crime generally.

Why is it that we are obliged to talk so gingerly about the enforcement of our rights in this matter?

We have no king, no emperor, no parliament, to consult. The people make constitutions here. *Protection* is one of the chief prerogatives of government. The very genius of our constitution is, to give the people the protection, the liberty, and the happiness, they unite in saying shall be their own. If the factitious plea is offered that it is unlawful to disturb a licensed business, then you have only to inaugurate slavery in South Carolina, legalize polygamy in Utah, license murder in Kentucky, adultery in Rhode Island; and the first effort made by the people to suppress these hellborn crimes shall be met by the carping cry of wiley politicians and unsophisticated clergymen—"it is *unconstitutional*,"

One of the chief functions of our government is prohibition. Because we are built up upon the foundation of the largest individual liberty, must the anarchist be left to throw his bomb, communist to wave his torch, the assassin to swing his knife, the "boycott" to spread, and church, society, home, and state, to suffer the stagnation, ruin, and defeat of their mutual and highest interests? Government is nothing when it ceases to govern. And it ceases to govern the moment it ceases to protect. It has no right, in the supervision of the complicated and clashing affairs of a mixed people like our own, to license an evil which annually destroys more lives and property, wastes more money, and blights more ambition and hope, than all the strikes and riots of a hundred years.

Whenever a lawful interest is endangered, some social, or moral, or political right invaded, the state or general government is bound to act

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These men, as individuals, have a right to drink, eat poison, smoke opium, profane the Sabbath, or debauch themselves; but, as members of this confederate human Body, this corporate whole, upon which is dependent life, liberty, morality, and social joy, they have no such right. The same right that is trampled upon by you in this declaration is stamped upon you when you say, I shall not fire your public buildings, shall not fight in your streets, or steal from your stores.

I cannot plead in extenuation of these appetite, passion, nor destitution even. If I steal I am punished, as I ought to be.

What is there sacred about it? What is it, this age-long traffic, hoary and aged, yet ever young, pushing annually its thousands to a pauper's grave, shrieking, trembling, spectre-ridden, bloated, and blotched, and doomed? What is it, that for the sophistries of the politician, the gold of the wealthy, and the fawning flatteries of the sons of mammon, you should bow down to it, leave it alone, or cease one laudable effort until you have stamped the life out of it?

The blasting and woeful paralysis of this national curse has as yet yielded to no remedy such as conservative men propose. The remedy of law is most strenuously opposed because in it men see the possibility

and prophecy of the absolute overthrow of the infernal business. You have struck one mighty and well-aimed blow at the curse, and it is felt. You have branded the dragon. Now, follow it up. Be vigilant, watchful! See to it that you repeat the shot. Let no man go across the lines, into legislative halls, into political power, whose province it is to execute your laws, unchallenged.

If it demands a party, then organize that party. It is the way of the world. You do not often hear of non-partisan Catholics. What kind of a Baptist would that be who should stand upon the soil of Roger Williams proclaiming himself a non-partisan Baptist? I do not hear of them. A non-partisan Methodist, or Congregationalist—have you got any? Have you any non-partisan republicans or democrats in Rhode Island? No. The only non-partisan people in the world are those who live nowhere, own nothing, believe nothing, and are for sale. Buy one of them and then you haven't got anything. [Tremendous applause.]

"Let no man take thy crown." People will tell you, "You can't do it." The ears of all noble workers have heard that cry. Columbus was forbidden his new world, but he found it; Luther his "right of private judgment," but he established it; Galileo his new thought, that the world "does move," but he held it.

> "The lion's paw may hold one down,
> The tyrant's sword may pierce his frame,
> The mob may clamor for his blood,
> And nations all despise his name;
> The scaffold witness how he dies,
> And chains declare how strong he's bound.
> But centuries hence the millions cry,
> The world goes round, the world goes round."

Men challenged the idea that a steamer could ever cross the Atlantic, and an English lord agreed to eat the engine that would first successfully push a boat across. The *boat* was a success. Men said to Napoleon, "You cannot cross the Alps," and his response was, "There shall be no Alps." Men laughed at the inventions of George Stevenson, but every engine that goes roaring onward, and over, and across the continents to-day is but the lengthened shadow of the one man.

It may be only an individual, or a helpless minority at work, but we are taught by all history to respect them. "Beware," says Emerson; "when the Almighty God lets loose one solitary thinking man upon this planet, then all things are at a risk." God seems to incarnate Himself in the one rather than the many.

He takes a leader and lifts him into the mount of revelation, temptation, transfiguration, or crucifixion; then makes of him a guide, a pathfinder, or saviour of men.

He lifts him until his heart beats at a level with his own, and, like John on Patmos, he sees and hears those things that must shortly be done.

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Helpless, desolate, befooled, and betrayed, we have been long enough.

It is time that the whole care and manipulation of this grand old ship of state were taken out of the hands of a drunken crew.

You have immortalized Rhode Island by this vote of yours. Do not falter now. When Sir Charles Napier was engaged in a great battle, an officer came to him, and, in almost breathless enthusiasm, said, "Sir Charles, we've taken a standard!" The general paid no attention. The officer then repeated his words with terrific emphasis, "*Sir Charles*, we've taken a standard!" And, instantly, Napier shouted, "Then, take another!"

Maryland, Georgia, Missouri, Ohio, Iowa, Kansas, and that old pioneer state of Maine, with other states wherein is the sound of a gong, cry out to you, "Take another!"

The saintly matrons, the beautiful wives, the fair, sweet daughters of this republic, organized under that comprehensive motto which has led them from tears to prayer, from crusade to legislative appeal, from home to platform, and may yet lead them to the ballot-box, stand crying to you to keep this crown, in the name of God and for the sake of country.

You conserve or tamper with the interests of suffering millions. You are to act now for generations yet unborn. God help you so to act. A black man, who came in the darkness of the midnight hunted to my father's home, fleeing from the hounds which had been set baying for human blood, asked for a night's protection. "The town is full of friends," said my father. "I don't need friends to-night was the reply, "I want a *defender*." "You shall have it," said my father, and he loaded the old gun.

We have friends a plenty. What is needed in Rhode Island is an army of defenders, who will preserve inviolate, and *protect* even with their lives, the glorious standard you have lifted, which bears the prophecy and hope of the constitutional and absolute prohibition of the liquor traffic, *forevermore*. [Tremendous applause.]

VOCABULARY AND CONTRACTIONS.

Abandonment.—Relinquishing to underwriters property saved from shipwreck.

A. B. (*Artium Baccalaureus*).—Bachelor of Arts.

Abatement.—Discount ; sum allowed on payment of money before due.

Acceptance.—Binding one's self to make payment of a draft or bill by writing the word " Accepted " on its face.

Accommodation.—Permitting the use of one's name upon which to borrow money.

Account (*Acct.*).—A record of business transactions.

Account current.—A running or open account between two persons.

Actuary.—Clerk or acting officer ; one skilled in the science of figures of insurance.

Adjustment.—Settlement of losses between the insurer and insured.

A. D. (*Anno Domini*).—In the year of our Lord.

Ad lib. (*Ad libitum*).—At pleasure.

Admr. (*Administrator*).—One appointed by the Probate Court to administer estates.

Admx. (*Administratoris*).—A female appointed by the Probate Court to administer estates.

Adulteration.—Mixing a spurious with a genuine article.

Ad valorem (*Ad v.*).—According to value ; duties imposed on imports according to their value are called *ad valorem* duties.

Æt. (*Ætatis*).—Of age ; aged.

Adventure.—Consigning goods to be sold on account of the shipper.

Agent (*Agt.*).—A person intrusted with the business of another.

Agio.—The difference between bank notes and coin.

A. M. (*Anno Mundi*).—In the year of the world.

A. M. (*Artium Magister*).—Master of Arts.

A. M. (*Ante Meridiem*).—Before noon ; morning.

Amalgamation (*AMM.*).—Forming amalgam ; mixing mercury with metal.

Amt.—Amount.

Ans.—Answer.

Antedate.—To date beforehand.

Anonymous (*Anon.*).—Nameless.

Appellant.—One who appeals ; a prosecutor.

Appraiser.—One who sets a value upon goods.

Apr.—April.

Asst.—Assistant.

Asstd.—Assorted.

Aug.—August.

Ave.—Avenue.

Balance (*Bal.*).—Difference between the sides of an account ; Ledger account showing resources and liabilities.

Ballast.—Any heavy material placed in the hold of a vessel to keep her steady.

Bankrupt.—Unable to pay one's debts ; insolvent.

B. B.—Bill Book.

Bds.—Boards.

Bl., bbl. ; Bbls.—Barrel, or barrels.

Blk.—Black.

Bills payable (*B. Pay.*).—Bills, or negotiable paper, which a merchant has bound himself to pay when due.

Bills receivable (*B. Rec.*).—Notes, bills of exchange, or securities, which a person holds, and which are payable to him.

Bill of exchange.—An open letter of request from one person to another to pay a sum of money mentioned therein to a third person, on demand, or at a specified time.

Bill of credit.—A bill for raising money on the credit of a state.

Bill of entry.—Bills of goods entered at the custom house.

Bill of particulars.—A detailed statement of a plaintiff's cause of action, or of the defendant's set-off.

Bill of sale.—A sealed agreement, by which a person transfers his right or interest in goods to another.

Bill of health.—A certificate from the proper authorities, as to the health of a ship's company, on leaving or upon arriving in port.

Bill of lading.—A bill of goods shipped, duly certified to by the officer of the transportation company.

Bona fide.—In good faith.

Board of trade.—An association of business men for the advancement of commercial interests.

Bond.—A document binding a person, or his legal representative, to the performance of certain acts.

Bonded goods.—Goods in "Bonded Warehouses," or in possession of the custom authorities, until duties are paid.

Bot.—Bought.

Brot.—Brought.

Bottomry bond.—Security on a vessel for repayment of a loan.

Brokerage.—Commission charged by a broker for services.

Bro., Bros.—Brother; brothers.

Bullion.—Uncoined gold or silver, including gold dust, ingots, or bars.

Bu.—Bushel.

Bill of right.—A bill permitting an importer to examine his goods at the custom house.

Capital (*Cap.*).—Money or property invested in business.

Carat.—Weight showing the degree of fineness of gold.

Carte blanche—Signature of an individual or individuals on blank paper, with space above to write a note ; full power.

Casus belli.—Cause of war.

Cause of action.—Right to bring an action.

Caveat emptor.—Let the buyer beware ; let the party see that the title he is buying is good.

C. B.—Cash Book.

Cestui que trust.—He who is entitled to the income of lands held in trust by another person for his benefit.

Cestui que use.—One to whose use land is granted to another person.

Cestui que vie.—Land holden for another person during life.

C. F. I., or c. f. i.—Cost, freight, and insurance.

Charge d'affaires.—Diplomatic representative at a foreign court.

Charter.—To let or hire, as a vessel.

Charter party.—A contract by which the whole or part of a vessel is let to a merchant or other person for the conveyance of goods on a particular voyage.

Chef-d'œuvre.—A masterpiece.

C. L. or c. l.—Car load.

Clearance.—Certificate from the custom authorities, permitting a vessel to leave port.

Clearing.—Act of leaving port.

Clearing house.—Place where banks exchange checks or drafts, and settle their differences.

Closed Policy.—A policy in which the amount insured is definitely stated.

Co.—Company.

Commission.—The percentage charged for buying or selling goods or stocks.

C. O. D.—Cash (or collect) on delivery.

Consignee.—The person to whom goods are sent or consigned.

Consignment (Const.).—Goods sent to be sold on account.

Consignor.—The one who sends the goods.

Consols.—The three per cent funded debts of England.

Consul.—The foreign agent of a government.

Civil suit.—A suit for private claim or injury.

Collateral facts.—Facts not connected with the issue or matter in dispute.

Collateral warranty.—Where the heir's title to land is not derived from the warranting ancestor.

Common carrier.—One who make it a business to transport goods. Railway companies are common carriers.

Common law.—The unwritten law ; law that receives its force from usage or custom.

Condition precedent.—A condition which must be carried out before the obligation is performed.

Compound interest.—Interest allowed upon interest.

Contraband.—Prohibited ; illegal.
Contra (*Con.*).—Opposite side ; against.
Copyright.—Privilege granted for the exclusive right to publish or sell books or works of art.
Corpus delicti.—The body of the offence. It is a rule not to convict unless the *corpus delicti* can be established ; that is, until the dead body has been found.
Coupon.—A due bill for interest attached to a bond.
Counter affidavit.—Affidavit made in opposition to one already made.
Court martial.—A court authorized by the articles of war to try offenders, in the army or navy, for military offences.
Cross action.—An action brought by a party sued against the party who has sued him, upon the same subject matter.
Cross bill.—A bill which is brought by a defendant, in a suit against the plaintiff, respecting the matter in question in the bill.
Credential.—Paper issued showing that the holder has authority to represent a person or government.
C. R.—Carrier's risk.
Cr.—Credit ; creditor.
Currency.—Money in current use.
Customs.—Duty charged by the government on imports.
Custom house.—Office where duties are collected.

Days of grace.—Time allowed by law and custom (usually three days) between the date of maturity of a note and the date upon which it must be paid.
Debenture.—A certificate for bounty or rebate to be paid to the exporter of goods.
De bene esse.—Of mere form ; good precaution ; temporary sufficiency.
Debt.—Amount owing from one person to another.
De Bonis non.—Of the goods of the deceased.
Dec.—December.
Deft.—Defendant.
Demise.—Conveyance of an estate to another ; to lease.
Demurrage.—Money paid for detaining a vessel beyond a specified time.
Demurrer.—An assent to facts for issue on law.
De novo.—To begin again, or to take up at convenience.
Demurer.—To rest or stay ; to abide ; exception to evidence produced.
Deviation.—Departure of a vessel from the course specified in her insurance papers.
D. I.—Double first-class. Figures and letters are used in freight offices to indicate the different classes under which goods are shipped.
Discount.—Deduction allowed for the payment of a debt before due.
Direct evidence.—Evidence which applies directly to the fact to be proved.
Direct examination.—The first examination of a witness.

Dividend.—Dividing profits among stockholders.
Do.—The same.
Doz.—Dozen.
Dr.—Debtor.
Drawback.—Amount returned previously paid as duties or freight.
Draft (*D'ft*).—An order for the payment of money; allowance for waste or impurities.
Drawee.—Person who draws a draft.
Duces tecum.—A writ, commanding the person to whom it is directed to bring before the court certain papers, or things therein specified.
Ds.—Days.
Duplicate.—Copy, or transcript.
Duty.—Government tax.

Ea.—Each.
E. E.—Errors excepted.
E. & O. E.—Errors and omissions excepted.
Embargo.—A public act, forbidding ships to sail.
Embd.—Embroidered.
Eng.—English.
Emporium.—A commercial centre.
Endorse.—To write one's name on the back of a note, or to subscribe to anything.
En route.—On the way.
Engross.—To copy in manuscript.
Exch.—Exchange.
Ex.—Example; out of; from, or out.
Exp.—Expense.
Exports.—Produce shipped abroad.
Et al. (*Et alii*).—And others.
Etc., &c. (*Et cæteri*).—And others; and so forth.
Ex parte.—Of the one part. An affidavit or deposition is said to be taken *ex parte* when only one of the parties attends at the taking of the same.
Ex rel. (*relatione*).—At the information of; by the relation.
Evidence in chief.—Direct evidence, as in contradistinction from cross examination.
Ex contractu.—Term applied to such things as arise from a contract.
Ex necessitate.—Necessarily.
Ex officio.—By virtue of his office.

Face.—Amount expressed on a draft or note.
Factor.—An agent who transacts business for another.
Fac simile.—An exact copy.
Fancy stocks.—Term applied to stocks subject to sudden fluctuation in price.

Feb.—February.
Fee simple.—An estate held by a person in his own right; without conditions or limit.
Felo-de-se.—Self murderer; one who commits suicide.
Firkin.—The fourth of a barrel; a tub.
F. O. B. or f. o. b.—Free on board.
Foreclose.—To shut up; to cut off from redemption.
Forecastle.—A short deck on the bow of a ship.
Folio (*Fol.*).—One hundred words; a book made of sheets doubled once.
Frt., Fht.—Freight.

Gal.—Gallon.
Gauging.—Measuring the contents of a cask.
Grand jury—A jury whose duty it is to examine into accusations against persons charged with crime, and report their findings to the court.
Gratuity.—A gift; a donation.
Guarantee, guaranty.—To make a thing secure.

Habeas corpus.—A writ, commanding to bring the prisoner into court for release or bail.
Hawker.—A peddler of merchandise.
Hhd.—Hogshead.
High seas.—Waters of the ocean without the jurisdiction of any country.
Hypothecate.—To pledge as security.

I. B.—Invoice book.
Ib., ibid. (*Ibidem*).—In the same place.
Id. (*Idem*).—The same.
i. e. (*Id est*).—That is.
Import.—To bring from a foreign country
In esse.—In being; in existence.
In extenso.—In full; at length.
Indemnity.—Guarantee against loss.
In re.—In relation; in the matter of. (Short form of introducing the subject of correspondence).
Insolvency.—Unable to pay one's debts; bankrupt.
In extremis.—A person sick beyond hope of recovery.
Insurance (*Ins.*).—Indemnity from loss.
In futuro.—At a future period.
In loco.—In the place of; as, in place of a parent, *in loco parentis.*
Interest (*Int.*).—Percentage paid for the use of money.
In personam.—Proceedings against the person, in contradistinction from against things.
Inventory (*Invt.*).—A list of goods.
In situ.—In its position.
Invoice.—A list of goods bought or sold.

Ipse dixit.—He said it; mere assertion.
Ipsissima verba.—The very words.
Ipso facto.—In the fact itself.
In statu quo.—In the same situation; in the same place.
In terrorem.—By way of threat or warning.
In toto.—Wholly; altogether.
In transitu.—During the transit.

Jan.—January.
Jettison.—Goods thrown overboard to lighten a ship in time of danger.
Jointure.—Estate settled on a wife at marriage.
Joint stock.—Property held in common by a company.
Journal.—Principal book of current entries.
Judge's notes.—Notes made by a judge of what transpires in the course of a trial, containing a statement of testimony, documents offered or admitted in evidence, &c.

Keelson kelson.—The timber laid lengthwise over the keel, to fasten down the ribs or floor-timbers.

L. C. L.—Less than car loads.
Lbs.—Pounds.
Leakage.—Allowance made for waste on liquids.
Lease.—A written contract renting property.
Ledger.—Book of accounts.
L. F.—Ledger folio.
Legacy.—A bequest of money or property.
Letter of credit.—A letter authorizing the holder to receive money on account of the writer.
Liability.—Debt or claim against a person.
Liber (*Lib.*).—Book.
License.—Legal permission to sell goods, or to do certain things.
Lien.—Security on property.
Lighter.—A large boat for carrying goods to or from a vessel loading or unloading.
Lighterage.—Charge for carrying goods in a lighter.
Liquidate.—To satisfy debts.
Lucre.—Gain; Ill-gotten gain; profit.

Mala fides.—Bad faith.
Manifest.—A custom house invoice of goods shipped.
Mar.—March.
Marine.—Relating to the sea.
Maturity.—Date when a note or draft falls due.
Maximum.—Highest price.
Messrs. (*Messieurs*).—Gentlemen; sirs.
Mdse.—Merchandise.

Mo.—Month.
Minimum.—Lowest price.
Mint.—Place where money is coined.
Mortgage.—Conveyance of real estate as collateral security for a debt.
Mortgagee.—The person to whom the conveyance is made.
Mortgager.—The one who makes the mortgage.

Net.—Clear of all charges or deductions.
Net proceeds.—Amount due consignor after deducting all charges.
Next of kin.—Term used to signify the relations of a party who has died intestate.
Nolle prosequi (*nol. pros.*).—To discontinue an action; an agreement by which a prosecuting officer agrees to prosecute no further.
Nom de plume.—A pen name; an assumed title.
Non compos mentis.—Not in sound mind.
Nonsuit.—Abandoning a case, usually by order of the court.
No.—Number.
N. O. S.—Not otherwise specified.
Nov.—November.

O. C.—Overcharge.
Oct.—October.
O. K.—All correct.
O. R.—Owner's risk.
1½ t. I.—One and one-half times first-class.
Open policy.—A policy upon which amounts yet to be ascertained and insured may be entered at different times.
Oyer and terminer.—To hear and determine.

Payt.—Payment.
Pd.—Paid.
Pkg.—Package.
Par.—Equal in value.
Parol evidence.—Oral or verbal evidence; by word of mouth.
Per ct. (*Per centum*).—By the hundred.
Per.—Through; over; by.
Plff.—Plaintiff.
Pendente lite.—Pending the suit.
Portage.—The price of carrying; cost paid by the captain for running his vessel.
Pr.—Pair.
Premium (*Prem.*).—Excess of value above par; sum paid for insurance.
Pari passu.—With an equal pace; in the same or proportion.
Post mortem.—After death.
Price current.—A list of merchandise, with market value.
Primage.—A charge imposed in addition to the freight.
Pro rata.—According to the rate; proportionately.

Pro tanto.—For so much.
Protest.—To declare a note or bill due and unpaid.
Prox. (*Proximo*).—Next.
Ps., pcs.—Pieces.
P. S. (*Post scriptum*).—Postscript.

Quarantine.—The time, and place, a ship is detained, if suspected of contagion.
Quo animo.—The intent; the mind with which a thing has been done.
Quo warranto.—A writ, requiring a person to show by what right he is doing certain things.

Rebate.—Reduction made from the regular charge on shipments.
Re.—Return; repetition; relation; relating to.
Recd.—Received.
Reprisal.—Something seized by way of return for an injury. (Applied particularly to the seizure of vessels).
Res gestæ.—The subject matter.
Res inter alios acta.—Acts of others; transactions between others.
Residuary legatee.—One to whom the residuum of an estate is bequeathed by will.
Resulting trust.—One who holds property in which he is vested as trustee.
Resulting use.—One which, having been limited by deed, expires, or cannot vest.
Revenue.—Tax, customs, duties, etc., collected by the Government.

S. B.—Sales book.
Salvage.—Reward for saving a ship or cargo.
Sept.—September.
Shipt.—Shipment.
Sight.—Time of presenting a bill to the drawee.
Scire Facias.—A writ requiring to show cause why execution should not issue.
Solvent.—Able to pay all liabilities.
SS., or ss. (scilicet.)—namely; that is to say.
Surety.—Security against loss; a person bound for the faithful performance of a contract by another.
Sunds.—Sundries.
Sq. ft.—Square feet.
Sq. yds.—Square yards.
Ship's husband.—An agent appointed by the owner of a ship to make requisite repairs, equipment, etc.
Struck jury.—A special jury selected by stricking from the panel of jurors a certain number by each party, so as to leave the number required by law to try the cause.

Tare.—An allowance for weight of box, case, bag, etc., containing merchandise.
Tariff.—A list of duties on goods, or of prices.
Terra firma.—Solid earth; safe footing.
Teller.—An officer of a bank who receives or pays money.
Treasure trove.—Found treasure.
Tender.—To offer for acceptance. Legal tender is such money as the law prescribes shall pass current.
3 t. I.—Three times first-class.
Tonnage.—Weight of a ship's load; capacity of a vessel.
Trustee.—One to whom some special trust is assigned.
2 t. I.—Two times first-class.

Ullage.—The difference between the actual contents of a vessel and its capacity, or that part which is empty.
Ult. (*Ultimo*).—Last; of the last month.
Usance.—A fixed time on bills of exchange; business habit generally acted upon from force of custom.

Vend.—To sell or transfer.
Vade-mecum.—A book, etc., carried with a person for general reference or information.
Venire facias.—A writ, directing a sheriff to summon a jury or a party indicted.
Verbatim.—Word for word.
Versus.—Against.
Vide.—See.
Videlicet.—To wit; namely; that is to say.
Via.—By the way of; a way.
Vice versa.—The terms being reversed.
Viz.—Namely; to wit; that has.
Voire dire.—An oath taken by a witness to tell the truth.
Viva voce.—By the living voice; by oral testimony.

Wharfage.—Money paid for use of a wharf or dock.
Wreckers.—Persons employed in saving property from wrecked vessels.

Yds.—Yards.
Yrs.—Years.

(*From A. M. Martin, Official Stenographer Orphans Court, and Principal Martin's Actual Reporting School, Pittsburgh, Pa.*)

"I have carefully examined your work and am decidedly enthusiastic in its praise. I think you have hit on the right course and that you have really succeeded in producing a book that is much needed. I have concluded to adopt it as the main text book in our school."

(*From Benjamin M. Fowler, Official Stenographer Duchess County Court, State Board of Assessors, and Assembly Committee on States Prisons, Poughkeepsie, N. Y.*)

"You are to be congratulated on the result of your labor, embodied in this excellent work. The manual supplies a long-felt want. From my knowledge of the needs of learners of Phonography and Type-Writing I do not hesitate to say that your book is almost invaluable."

(*Valentine's Short-Hand and Type-Writing Institute, Omaha, Neb.*)

We are much pleased with the Manual, and will adopt it as a regular text-book in our school.

(*A. C. Drew, Principal St. Paul College of Electric Short-hand.*)

It is just the book I have been looking for, and I shall introduce it into our school at once.

(*Hannum & Stedman, Hannums' Business College, Hartford, Conn.*)

We think it the best work of the kind we have ever seen.

(*Arthur J. Barnes, Barnes & Hayward's Short-Hand, Type-writing and Commercial College, St. Louis, Mo.*)

I shall introduce your Manual into our school. I am satisfied it is best for the students to have it.

(*J. Geo. Cross in "The Exponent," Chicago.*)

We have carefully examined Humphrey's work on Type-writing, and heartily endorse all that the eminent stenographers have said of it as a valuable work for the student.

(*Elias Longley, Author of the "Electric Manual of Phonography," Los Angelos, Cal.*)

I like your Manual very much. The rules for spelling and punctuation are comprehensive and clear; your Business Correspondence Department is excellent, better for Type-writer pupils than "Paynes Business Letters," which have always been used in our school.

(*Canadian Business University and Publishers Cosmopolitan Shorthander, Toronto.*)

"It is first-class. Will use it as a text-book for pupils practicing on different machines in the college."

(*H. S. Wright, Wright's Business College, Brooklyn, N. Y.*)

"It is decidedly the best book on the subject I have seen. It has matters of interest and value to every teacher and student of stenography and type-writing. It is worth to such a person far more than it costs."

(*Wm. D. Bridge, Principal School of Phonography, Chautauqua University.*)

"It is a rich and valuable text-book for all who wish to be thorough in short-hand and type-writing."

(*Rowell & Hickcox, Publishers American Shorthand Writer, Boston.*)

"We pronounce it the best of the kind we have ever seen."

(*T. J. Ellinwood, Official Reporter of Rev. Henry Ward Beecher's Sermons, Brooklyn.*)

"Valuable to teachers and learners of type-writing. Contains much useful matter, well arranged for the purpose for which it is designed."

(*Geo. A. Haynes, Law Stenographer, 45 Wall Street, New York.*)

"This book makes it possible for beginners in type-writing to learn their business thoroughly before commencing actual work. I consider the chapter on Punctuation of exceptional value, by reason of the great care and thoroughness with which you have treated this important subject."

(*F. G. Morris, Editor and Publisher of "The Mentor."*)

"The most elaborate and valuable work of the kind we have ever seen. Even the preface contains suggestions which, if followed, would speedily give us a good supply of expert type-writer operators, which we are far from having at present."

(*Jerome B. Howard, Editor of the Phonographic Magazine.*)

The business letters will be especially useful to students who are fitting themselves to act as business amanuenses. * * * * * The book is possessed of decided merit, and will be a useful help in the hands of any student, amanuensis or professional reporter.

(*Wyckoff, Seamans & Benedict, Proprietors of the Remington Standard Type-writer.*)

For the convenience of students, and believing the work, after careful examination, to be the best upon the market, we have adopted Humphrey's Manual of Type-writing.

(*From Wm. H. Slocum, Official Stenographer Supreme Court, Eighth Judicial District, Buffalo, N. Y.*)

BUFFALO, N, Y., October 27th, 1886.

F. S. HUMPHREY, ESQ.,

My Dear Sir :—I am in receipt of a copy of your new Type-writing Manual. I have examined it carefully, and am pleased to say that it is by far the best work of the kind that I have seen. *It is exactly what is wanted in every short-hand school*, and its value to the student desiring to become an expert on the type-writer cannot be overestimated. I wish to express again my sincere thanks for your successful attempt to produce a satisfactory Manual. Very truly yours, W. H. SLOCUM.

(*From D. C. McEwen, Official Stenographer N. Y. Supreme Court, 35 Wall St., New York.*)

MR. F. S. HUMPHREY,

Dear Sir :—An examination of your Type-writing Manual has given me much pleasure. It is "just the thing," not only for the learner on the type-writer and the reporter, but for the counting-house desk as well. Such a book will supply a great need, and, I am confident, will meet with the success it so well merits. The type-writer and phonographic practice lessons, the forms for commercial and legal papers, and particularly the chapter on punctuation—one of the most important and least understood features of writing—make the book an exceedingly valuable adjunct to the office and the library, and a superior text-book for commercial colleges or classes for practical business training.

Very truly yours, D. C. McEWEN.

(*From Frederick J. Warburton, Official Stenographer Marine Court, 35 Wall St., New York City.*)

NEW YORK, October 30th, 1886.

F. S. HUMPHREY,

Dear Sir :—I have examined your book with great pleasure. As a Manual for type-writers, I should say it is about perfection, giving, as it does, not only all the general instructions needed and excellent finger exercises, but a large and well-selected list of legal, legislative and commercial phrases in common use. Both for the type-writer and the student of phonography these last will be of great value. It has many features which make it a handy book to have upon the desk of any one who writes, such as the rules for spelling and punctuation and the vocabulary ; and its collection of forms will make it serviceable to business men generally. And, finally, by way of exercise for phonographic practice, you have given a quantity of entertaining matter well worthy of preservation. I wish your book the success it deserves. FRED. J. WARBURTON.

(*From Mrs. Eliza Burnz, the well-known author of Burnz Phonic Shorthand, and instructor of phonography and type writing in Cooper Union and the Young Women's Christian Association of New York City.*)

NEW YORK, October 31st, 1886.

MR. F. S. HUMPHREY,

Dear Sir :—On examination of your "Manual of Type-writing" I find it to be certainly the most complete work on the subject that has appeared; a *practical* book : in which the student will find the solution of any doubt or difficulty connected with type-writing, which may present itself ; useful also to the young stenographer in more ways than I can enumerate. I think no student of either business, aiming for high excellence, can afford to be without it. ELIZA B. BURNZ.

(*From F. P. Fairbanks, Official Stenographer Superior Court of New London and Windham Counties, Conn.*)

NORWICH, CONN., October 31st, 1886.

I have observed with great pleasure the publication of a complete work on type-writing comprising not only technical instruction, but that which alone makes it practically useful—instruction in the arrangement of work.

Humphrey's Manual is an invaluable work, and close study of it cannot fail to bear proportionate reward. For purposes of references it should be kept constantly on hand. I can candidly say that I hail its advent with pleasure, as tending to serve a much-needed improvement in the art of type-writer copying.

(*From W. W. Osgoodby, Supreme Court Reporter, Rochester, N. Y.*)

ROCHESTER, November 4th, 1886.

MR. F. S. HUMPHREY,

Dear Sir :—I have taken great pleasure in examining your new "Manual of Type-writing and Exercises for Phonographic Practice," and have no hesitation in saying that I consider it by far the most valuable work upon these important subjects that I have seen. In my own work, I have often had occasion to note the difference between copyists who had had special training in the use of the type-writer and those who had not, not only in the matter of speed but in the general accuracy of their work and in its systematic arrangement. I doubt if a better and more thorough course of training could be devised than is furnished by your Manual, for persons desiring to prepare themselves for the duties of amanuenses and copyists. Very truly yours, W. W. OSGOODBY.